

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



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](http://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 MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://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 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. It will be  
scanned and placed on the public record



A10 \*A2M7RPHD\* 30/11/2013 #145  
COMPANIES HOUSE

### 1 Company details

Company number 0 2 3 5 7 0 3 7  
Company name in full ARROWSMITH PROPERTIES LIMITED

13 For official use  
→ 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 2 5 1 1 2 0 1 3

### 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 LLOYDS BANK PLC

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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

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

Description

AS SPECIFIED IN THE LODGED DOCUMENT

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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**Trustee statement <sup>①</sup>**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X *Reed Smith LLP* X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Ben Wulwik

Company name Reed Smith LLP

Address The Broadgate Tower

20 Primrose Street

Post town London

County/Region Greater London

Postcode E C 2 A 2 R S

Country United Kingdom

DX DX 1066/DX 18 City/London

Telephone 02031162835



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

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

Company number: 2357037

Charge code. 0235 7037 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2013 and created by ARROWSMITH PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2013

Given at Companies House, Cardiff on 4th December 2013



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## DEED OF ACCESSION

To be presented for registration at Companies House  
within 21 days of dating against all the companies and limited liability  
partnerships (both "Existing" and "Further") which are a party to this document

**THIS DEED OF ACCESSION** is made the 25 ... day of November 2013

**BETWEEN**

- (1) **THE SEVERAL COMPANIES** specified in Part I of the schedule hereto (the "**Existing Companies**");
- (2) **THE COMPANIES** specified in Part II of the schedule hereto (the "**Further Companies**"), and
- (3) **LLOYDS BANK plc** (the "**Bank**")

**SUPPLEMENTAL** to an Omnibus Guarantee & Set-Off Agreement dated 29 February 2012 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement 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 Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
  - 2.1 each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank
    - 2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company 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).

(a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) in the event of the discontinuance of the Guarantee in respect of any Existing Company or any 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 such Existing Company or Further Company 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 Existing Company or Further Company to the Bank at such date whether actual or

Certified as a true copy of the  
original instrument other than material  
redacted pursuant to s.859G of the  
Companies Act 2006

*Reed Smith LLP*  
Reed Smith LLP  
Date 28/11/13

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 or Further Company,

2.1.2 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 Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any 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

2.1.3 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 Existing Company or Further Company 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 2.1.2 above on each such sum from the date that the same was incurred or fell due,

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

2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:

2.2.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies 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).

(a) in the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) in the event of the discontinuance of the Guarantee in respect of such 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 such Further Company 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 Further Company 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 Further Company;

2.2.2 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 such Further Company or, in the absence

of such agreement, at the rate, in the case of any 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

- 2 2.3 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 Existing Company or such Further Company 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 2 2.2 above on each such sum from the date that the same was incurred or fell due,

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;

- 2 3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them.
- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities, and
  - (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities,
- 2 4 each Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations
3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money 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 guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed
4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies 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 November 2013



**The Schedule**

**Part I - The Existing Companies**

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Kingscastle Limited	01317486	4 <sup>th</sup> Floor Centre Heights 137 Finchley Road London NW3 6JG
Boldhurst Properties Limited	02083005	4 <sup>th</sup> Floor Centre Heights 137 Finchley Road London NW3 6JG
Hamstead Holdings Limited	02747114	4 <sup>th</sup> Floor Centre Heights 137 Finchley Road London NW3 6JG
Gladheath Limited	03479772	4 <sup>th</sup> Floor Centre Heights 137 Finchley Road London NW3 6JG
Kyre Park Limited	03737855	4 <sup>th</sup> Floor Centre Heights 137 Finchley Road London NW3 6JG
Arrowsmith Properties Limited	02357037	4 <sup>th</sup> Floor Centre Heights 137 Finchley Road London NW3 6JG
Foxpace Limited	04076404	4 <sup>th</sup> Floor Centre Heights 137 Finchley Road London NW3 6JG
Tricrane Limited	03605896	4 <sup>th</sup> Floor Centre Heights 137 Finchley Road London NW3 6JG
Lasercharm Limited	06252482	4 <sup>th</sup> Floor Centre Heights 137 Finchley Road London NW3 6JG

**Part II - The Further Companies**

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Haslink Limited	08740496	C/O N C Morris & Co LLP 1 Monpellier Street Knightsbridge London SW1 1EX
Jeslock Limited	08740377	C/O N C. Morris & Co LLP 1 Monpellier Street Knightsbridge London SW1 1EX

SIGNED as a deed by **Boldhurst Properties Limited** acting by its.

*Timothy Gurn-Jones* ..... (insert full name)

Director

..... (signature)

in the presence of

Witness

*Nicholas Monney* .. (name)

..... (signature)

Address

*St. George's Hill  
KENSINGTON PLACE  
LONDON W8 2PP*

Occupation

*Solicitor* ..

SIGNED as a deed by **Jeslock Limited** acting by its

*Timothy Gurn-Jones* ..... (insert full name)

Director

..... (signature)

in the presence of

Witness

*Nicholas Monney* (name)

..... (signature)

Address

*As Above* ..

Occupation

*Solicitor* ..

SIGNED as a deed by **Kingscastle Limited** acting by its

*Timothy Gurn-Jones* ..... (insert full name)

Director

..... (signature)

in the presence of

Witness:

*Nicholas Monney* (name)

..... (signature)

Address

*As Above* ..

Occupation

*Solicitor* ..

SIGNED as a deed by **Haslink Limited** acting by its:

Timothy Gwyn Jones (insert full name)  
Director

..... (signature)

in the presence of  
Witness

.. Nicholas Morris (name)

..... (signature)

Address

.. As Above .....

Occupation

.. Solicitor .....

SIGNED as a deed by **Hamstead Holdings Limited** acting by its:

Timothy Gwyn Jones ..... (insert full name)  
Director

..... (signature)

in the presence of  
Witness

.. Nicholas Morris (name)

..... (signature)

Address

.. As Above .....

Occupation

.. Solicitor .....

SIGNED as a deed by **Gladheath Limited** acting by its:

Timothy Gwyn Jones ..... (insert full name)  
Director

..... (signature)

in the presence of  
Witness

.. Nicholas Morris (name)

..... (signature)

Address

.. As Above .....

Occupation

.. Solicitor .....

SIGNED as a deed by **Kyre Park Limited** acting by its.

Timothy Guyon Jones ..... (insert full name)  
Director

..... (signature)

in the presence of  
Witness.

Nicholas Mommy ..... (name)

..... (signature)

Address

As Above .....

Occupation:

Solicitor .....

SIGNED as a deed by **Arrowsmith Properties Limited** acting by its

Timothy Guyon Jones ..... (insert full name)  
Director

..... (signature)

in the presence of  
Witness

Nicholas Mommy ..... (name)

..... (signature)

Address

As Above .....

Occupation

Solicitor .....

SIGNED as a deed by **Foxpace Limited** acting by its

Timothy Guyon Jones ..... (insert full name)  
Director

..... (signature)

in the presence of  
Witness:

Nicholas Mommy ..... (name)

..... (signature)

Address

As Above .....

Occupation

Solicitor .....

SIGNED as a deed by **Tricrane Limited** acting by its

*Timothy Gwyn Jones* ..... (insert full name)  
Director

..... (signature)

in the presence of  
Witness:

*Nicholas Mann* ..... (name)

..... (signature)

Address: *M. Abery* .....

Occupation *Solicitor* .....

SIGNED as a deed by **Lasercharm Limited** acting by its

*Timothy Gwyn Jones* ..... (insert full name)  
Director

..... (signature)

in the presence of  
Witness:

*Nicholas Mann* ..... (name)

..... (signature)

Address *M. Abery* .....

Occupation: *Solicitor* .....

SIGNED and delivered as a deed by **Lloyds Bank plc** acting by its authorised signatory


GABRIEL KOLOBZET (insert full name)

Authorised signatory

 . . . (signature)

in the presence of  
Witness.

Ben Wulwilk . . . (name)

 . . . (signature)

Address

The Beaufort Tower

20, Primrose Street

London EC2A 2EP

Occupation.

Lawyer . . .