



Registration of a Charge

Company name: **WYNNSTAY CORPORATE ADVISORY LIMITED**

Company number: **03674797**

Received for Electronic Filing: **04/01/2018**



X6WXCM7V

Details of Charge

Date of creation: **31/12/2017**

Charge code: **0367 4797 0007**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **NOT APPLICABLE.**

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 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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3674797

Charge code: 0367 4797 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st December 2017 and created by WYNNSTAY CORPORATE ADVISORY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2018 .

Given at Companies House, Cardiff on 8th January 2018

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 ADMISSION

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

THIS DEED OF ADMISSION is made the 31 day of December 2017

BETWEEN:

- (1) THE SEVERAL COMPANIES specified in Part 1 of the schedule hereto (the "Existing Companies");
- (2) THE COMPANY specified in Part 2 of the schedule hereto (the "Further Company"); and
- (3) LLOYDS BANK plc (in its then name LLOYDS TSB BANK plc) (the "Bank")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 23 February 2005 and made between the Existing Companies named in Part 1 of the schedule (1) and the Bank (2) (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 Company 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. the Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand:

2.1.1. all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by any one or more of the Existing Companies and the Further Company anywhere in any manner whatsoever without limitation 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 or other transaction or by operation of law including:

- (a) in the case of the liquidation, administration or dissolution of any such Existing Company or the Further Company or any analogous procedure or step being taken in any jurisdiction in respect of any such Existing Company or the Further Company, sums (whether actual or contingent) which would at any time have been due, owing or incurred

to the Bank by such Existing Company or the Further Company if such liquidation, administration, dissolution or analogous procedure or step had commenced on the date of discontinuance and notwithstanding such liquidation, administration, dissolution or analogous procedure or step; and

- (b) in the event of the discontinuance by any means of the Guarantee in respect of any Existing Company or 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 such Existing Company or the 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 the 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 Existing Company or the Further Company; and

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 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

2.1.3. 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 the Further Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such 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 Company 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 on demand:

2.2.1. all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by the Further Company anywhere in any manner whatsoever without limitation 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 or other transaction or by operation of law including:

- (a) in the case of the liquidation, administration or dissolution of the Further Company or any analogous procedure or step being taken in any jurisdiction in respect of the Further Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the Further Company if such liquidation, administration, dissolution or any analogous procedure or step had commenced on the date of discontinuance and notwithstanding such liquidation, administration, dissolution or any analogous procedure or step; and
- (b) in the event of the discontinuance by any means of the 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 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 the 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 the 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 the 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 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 the Further Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such 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,

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;

2.2.4.the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien or similar 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 Company or the Existing Companies or any of them:

- (c) combine or consolidate all or any of the Accounts with all or any of the Principals Liabilities; and
- (d) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals Liabilities;

2.2.5.the Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of 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 22 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if the Further Company had been parties to the Principal Deed.

IN WITNESS whereof this deed has been executed 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 members of the Attorney dated 22 February 2005 appointing any two Members for this purpose in accordance with section 74(4) of the Law of Property Act 1925 or applicable law of any jurisdiction and all other powers thereto enabling it.

THE SCHEDULE

Part I – The Existing Companies

Name	Company Number	Registered Office/Jurisdiction
Brunswick Group LLP	OC 306588	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Consulting LLP	OC 306582	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Public Relations LLP	OC 306853	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Corporate Advisory LLP	OC 306585	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Financial Advisory LLP	OC 306584	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Arts Consulting LLP	OC 306586	16 Lincoln's Inn Fields, London WC2A 3ED
Cantos Communications LLP	OC 306587	16 Lincoln's Inn Fields, London WC2A 3ED
Wynnstay Consulting Ltd	02749778	16 Lincoln's Inn Fields, London WC2A 3ED
Wynnstay Public Relations Limited	03205872	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Corporate Limited	2749771	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Financial Consultants Limited	3824717	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Corporate Consultants Limited	4058094	16 Lincoln's Inn Fields, London WC2A 3ED
The Lincoln Centre Limited	03636828	16 Lincoln's Inn Fields, London WC2A 3ED

Wynnstay Corporate Advisory Limited	03674797	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Consultants Limited	02749773	16 Lincoln's Inn Fields, London WC2A 3ED
Wynnstay Arts Consulting Limited	3968714	16 Lincoln's Inn Fields, London WC2A 3ED
Wynnstay Brunswick Limited	2094879	16 Lincoln's Inn Fields, London WC2A 3ED
Merchant Group Limited	2104264	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Group Services Limited	2675453	16 Lincoln's Inn Fields, London WC2A 3ED
Brunswick Group LLP	3371070	Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle, United States of America
Brunswick Wynnstay, Inc.	5111229	Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle, United States of America
Brunswick Group LLC	3811757	Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle, United States of America
Brunswick Group LP	3842613	Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle, United States of America
Brunswick SARL	432 373082	115 Rue du Bac 75007, Paris, France
Brunswick Group GmbH	HRB 51768	Frankfurt am Main, Germany
Brunswick Group Partnership Limited	110079	Ogier House, The Esplanade, St Helier, Jersey, JE4 9WG
MerchantCantos Services Limited	4077014	16 Lincolns Inn Fields, London, WC2A 3ED
MerchantCantos LLP	0C305693	16 Lincolns Inn Fields, London, WC2A 3ED

Brunswick Group Limited	911800	Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong
Brunswick Wynnstay Limited	122729	16 Lincoln's Inn Fields, London, WC2A 3ED
Brunswick Gulf Limited	02787834	16 Lincoln's Inn Fields, London, WC2A 3ED

Part II – The Further Company

Name	Company Number	Registered Office
MerchantCantos LLC	5285758	Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle, United States of America

The Further Company

Signed as a deed by MerchantCantos LLC (registered in Delaware under number 5285758) acting by its:

JOHN ANDREW FENWICK

(insert full name)

... (signature)

Brunswick Group LLP

Signed as a deed by Brunswick Group LLP acting by its Managing Partner:

Brunswick Group, Inc., of Delaware, a Delaware corporation

JOHN ANDREW FENWICK

(insert full name)

Authorized Officer

.... (signature)

In the presence of:

Witness:

..... Matthew Jolan (name)

..... (signature)

Address:

Occupation:

..... Accountant

The Existing Companies

Signed as deed by the Existing Companies other than Brunswick Group LLP, Brunswick Group LLC, Brunswick Group LP and Brunswick Wynnstay, Inc. acting by Brunswick Group LLP their duly authorised attorney acting by its Managing Partner:

Brunswick Group, Inc., of Delaware, a Delaware corporation

 
JOHN ANDREW FENWICK

(insert full name)
Member

 (signature)

In the presence of:

Witness:

MATTHEW SODAN (name)

 (signature)

Address:



Occupation:

ACCOUNTANT

Brunswick Group LP

Signed as a deed by Brunswick Group LP acting by its General Partner:

Brunswick Group, Inc., of Delaware, a Delaware corporation

 
JOHN ANDREW FENWICK (insert full name)

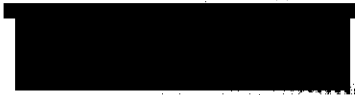
Authorized Officer

 (signature)

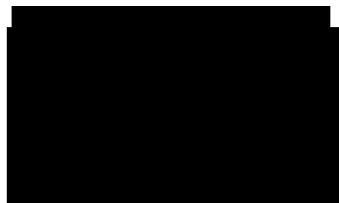
In the presence of:

Witness:

MATTHEW SODAN (name)

 (signature)

Address:



Occupation:

ACCOUNTANT

Brunswick Group LLC

Signed as a deed by Brunswick Group LLC acting by its:

JOHN ANDREW FENWICK

(Insert full name)

Authorized Signatory

..... (signature)

In the presence of:

Witness:

MATTHEW SOREN (name)

..... (signature)

Address:

Occupation:

Accountant

Brunswick Wynnstay, Inc.

Signed as a deed by Brunswick Wynnstay, Inc. acting by its:

JOHN ANDREW FENWICK

(Insert full name)

Authorized Officer

..... (signature)

In the presence of:

Witness:

MATTHEW SOREN (name)

..... (signature)

Address:

Occupation:

Accountant