



Registration of a Charge

Company name: **239 ACTON LANE LIMITED**

Company number: **06242420**

Received for Electronic Filing: **01/06/2018**



X777V7W8

Details of Charge

Date of creation: **25/05/2018**

Charge code: **0624 2420 0007**

Persons entitled: **LLOYDS BANK PLC AS SECURITY TRUSTEE FOR THE FINANCE PARTIES (SECURITY AGENT)**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: 6242420

Charge code: 0624 2420 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th May 2018 and created by 239 ACTON LANE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2018 .

Given at Companies House, Cardiff on 5th June 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

Security Deed of Accession

This Deed is made on 25 May 2018

Between

- (1) Artifex Bidco Limited (registered in England with number 11281303) for itself and for the Chargors (**Company**);
- (2) Each of the entities listed in schedule 1 (Acceding Chargors) to this Deed (**Acceding Chargors** and each an **Acceding Chargor**); and
- (3) Lloyds Bank plc as security trustee for the Finance Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated between, inter alia, the Company, the Chargors and the Security Agent (**Debenture**).
- (B) Each Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Company as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor or its Subsidiaries including those listed in schedule 3 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Intercreditor deed) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this Deed shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

Each Acceding Chargor covenants with the Security Agent as security trustee for the Finance Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by a Chargor under paragraphs 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Security Agent as security trustee for the Finance Parties.

2.4 First legal mortgages

Each Acceding Chargor charges by way of first legal mortgage the properties described in schedule 2 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) The Acceding Chargor assigns:
 - (i) the key-man policies described in schedule 4 (Key-man Policies) to this Deed;
 - (ii) the agreements described in schedule 5 (Relevant Agreements) to this Deed; and
 - (iii) its Relevant Policies.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this paragraph 2.5, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 First fixed charges

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under paragraph 2.4) and in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) the Insurances Policies and any other insurance policies from time to time and all proceeds of them;
- (h) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of monies and all rights to enforce the Debts (or any of them);
- (i) all monies from time to time standing to the credit of each Blocked Account;
- (j) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (k) all its Intellectual Property;
- (l) all its goodwill and uncalled capital;
- (m) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (n) its rights under any Hedging Agreement or hedging arrangements;
- (o) to the extent that any assignment in paragraph 2.5 is ineffective as an assignment the assets referred to in that paragraph.

2.7 Floating charge

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under paragraphs 2.3, 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this paragraph 4.

5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address:

Facsimile:

Attention:

6 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

7 Governing law and jurisdiction

Clause 30 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Acceding Chargors

Name	Jurisdiction of Incorporation	Registered Number
Alpha House (SW19) Limited	England and Wales	06367929
239 Acton Lane Limited	England and Wales	06242420
241 Acton Lane Limited	England and Wales	06242454
South of France Limited	England and Wales	06242435
Cadogan Tate Group Limited	England and Wales	05577857
Cadogan Tate Head Office and Treasury Services Ltd	England and Wales	06822688
Cadogan Tate Group Holdings Limited	England and Wales	10480507
Cadogan Tate Insurance Services Limited	England and Wales	06867334
Cadogan Tate London Limited	England and Wales	06360425
Cadogan Tate Los Angeles Limited	England and Wales	06117169
Cadogan Tate Miami Limited	England and Wales	10347491
Cadogan Tate New York Limited	England and Wales	02781661
Cadogan Tate Limited	England and Wales	05254327

Schedule 2

Properties

Schedule 3

Subsidiary Shares

Chargor	Subsidiary	Number of Ordinary Class of Shares
Cadogan Tate Group Holdings Limited	Cadogan Tate Group Limited	21,654 ordinary shares of £1.00 each
		63,183 ordinary B shares of £1.00 each
		9,200 C shares of £0.01 each
Cadogan Tate Group Limited	Alpha House (SW19) Limited	100 Ordinary shares of £1.00 each
	239 Acton Lane Limited	100 Ordinary shares of £1.00 each
	241 Acton Lane Limited	100 Ordinary shares of £1.00 each
	South of France Limited	100 Ordinary shares of £1.00 each
	Cadogan Tate Head Office and Treasury Services Ltd	1,000 Ordinary shares of £1.00 each
	Cadogan Tate Insurance Services Limited	100 Ordinary shares of £1.00 each
	Cadogan Tate London Limited	100 Ordinary shares of £1.00 each
	Cadogan Tate Los Angeles Limited	100 Ordinary shares of £1.00 each
	Cadogan Tate Miami Limited	100 Ordinary shares of £1.00 each
	Cadogan Tate New York Limited	100 Ordinary shares of £1.00 each 100 A shares of £1.00 each
	Cadogan Tate Limited	8,750 Ordinary shares of £1.00 each

Schedule 4

Key-man Policies

Chargor	Insurer	Life assured	Date of Policy	Policy number	Amount of cover	
					Life	Critical illness
Cadogan Tate Group Limited and the Subsidiaries	Chubb Insurance Company of Europe	Rohan Brainerd Muir Jonathan Everett Hood Graham John Enser Paul Haynes Stephen Sampson Phillip Batershall Luke Scott Clifford Taylor Jonathan Ashley Azis Giles	1 April 2018	64780778	£150,000	£25,000

Executed as a deed by
Alpha House (SW19) Limited

)

acting by a director in the presence of



) Director

.....
Signature of witness

Name *Catherine Jones*

Address

EVERSHEDS SUTHERLAND
(INTERNATIONAL) LLP
115 COLMORE ROW
BIRMINGHAM B3 3AL

Executed as a deed by
239 Acton Lane Limited

) Director

acting by a director in the presence of



.....
Signature of witness

Name *Catherine Jones*

Address *AS above*

Executed as a deed by
241 Acton Lane Limited

) Director

acting by a director in the presence of



.....
Signature of witness

Name *Catherine Jones*

Address *AS above*

Executed as a deed by
South of France Limited

[Redacted Signature]

) Director

acting by a director in the presence of

.....
Signature of witness *[Handwritten Signature]*

Name *Catherine Jones*

Address *as above*

.....

Executed as a deed by
Cadogan Tate Group Limited

[Redacted Signature]

) Director

acting by a director in the presence of

.....
Signature of witness [Redacted]

Name *Catherine Jones*

Address *as above*

.....

Executed as a deed by
**Cadogan Tate Head Office and Treasury
Services Ltd**

[Redacted Signature]

) Director

acting by a director in the presence of

.....
Signature of witness [Redacted]

Name *Catherine Jones*

Address *as above*

.....

Executed as a deed by
Cadogan Tate Group Holdings Limited

[Redacted Signature] Director

acting by a director in the presence of

Signature of witness [Redacted Signature]

Name *Catherine Jones*

Address *as above*

.....

Executed as a deed by
Cadogan Tate Insurance Services Limited

[Redacted Signature] Director

acting by a director in the presence of

Signature of witness [Redacted Signature]

Name *Catherine Jones*

Address *as above*

.....

Executed as a deed by
Cadogan Tate London Limited

[Redacted Signature])
[Redacted Name]) Director

acting by a director in the presence of

Signature of witness

[Redacted Signature]

Name

Catherine Jones

Address

as above

Executed as a deed by
Cadogan Tate Los Angeles Limited

[Redacted Signature])
[Redacted Name]) Director

acting by a director in the presence of

Signature of witness

[Redacted Signature]

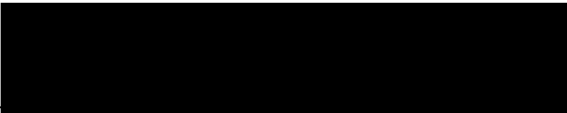
Name

Catherine Jones

Address

as above

Executed as a deed by
Cadogan Tate Miami Limited



) Director

acting by a director in the presence of



Signature of witness

Name Catherine Jones

Address AS above

.....

Executed as a deed by
Cadogan Tate New York Limited



) Director

acting by a director in the presence of



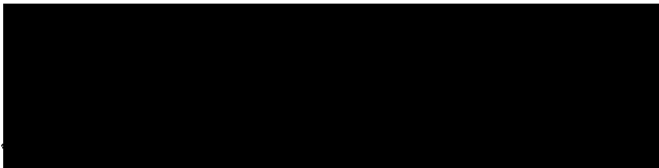
Signature of witness

Name Catherine Jones

Address AS above

.....

Executed as a deed by
Cadogan Tate Limited



) Director

acting by a director in the presence of



Signature of witness

Name Catherine Jones

Address AS above

.....

The Company

Executed as a deed by
Artifex Bidco Limited
acting by a director in the presence of



.....
Signature of witness

Name

Catherine Jones

Address

as above

.....

The Security Agent

Executed as a deed by

)

)

)

.....
Director

.....
as duly authorised attorney for and on behalf of

Lloyds Bank plc

In the presence of:

.....
Signature of witness

Name

Address

.....

The Company

Executed as a deed by)
Artifex Bidco Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name

Address

.....

The Security Agent

Executed as a deed by) 
) *JONATHAN FERMS*
) Director

.....
as duly authorised attorney for and on behalf of
Lloyds Bank plc

In the presence of 

.....
Signature of witness 

Name *JONATHAN REEVES*

Address 

.....