



**Registration of a Charge**

Company name: **UPBROOK MEWS LIMITED**

Company number: **10385528**

Received for Electronic Filing: **20/08/2018**



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**Details of Charge**

Date of creation: **15/08/2018**

Charge code: **1038 5528 0001**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**BARCLAYS BANK PLC**



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

Company number: 10385528

Charge code: 1038 5528 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2018 and created by UPBROOK MEWS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2018 .

Given at Companies House, Cardiff on 22nd August 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 Accession and Charge**  
(single company or limited liability partnership only)  
accessing to a Guarantee and Debenture

The companies/LLPs executing this Accession and Charge understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House

This Deed of accession and charge is made on 15 AUGUST 2018 between

- (1) UPBROOK MEWS LIMITED 10385528 MELTON COURTOLD BROMPTON ROAD LONDON (the "Acceding Entity");
- (2) H.ROWEN PLC 01753134 MELTON COURTOLD BROMPTON ROAD LONDON (the "Agent"); and
- (3) BARCLAYS BANK PLC (Registered Number 1026167) whose registered address is 1 Churchill Place, London, E14 5HP (the "Bank").

**RECITALS**

- (1) The Agent, amongst others, entered into a deed of guarantee and debenture dated 17<sup>TH</sup> JANUARY 2012 in favour of the Bank (the "Principal Deed");
- (2) The Acceding Entity will accede to the Principal Deed and enter into covenants, guarantees, agreements and charges as provided in this Deed.

**1. Definitions**

Expressions defined in the Principal Deed and the principles of interpretation provided for in it will, unless the context otherwise requires, have the same meanings and apply in this Deed.

**2. Accession to the Principal Deed**

- 2.1 The Acceding Entity agrees to be bound by the terms of the Principal Deed and to perform all its obligations (whether as guarantor, chargor or otherwise) under the Principal Deed with effect from the date of this Deed as if the Acceding Entity had been an original party to the Principal Deed;
- 2.2 The Acceding Entity covenants to pay or discharge to the Bank on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by the Acceding Entity to the Bank in any manner;
- 2.3 The Acceding Entity guarantees the Indebtedness to the Bank of all those entities which were original parties to the Principal Deed and which, at the date of this deed, remain as parties and of all other entities which have become parties through accession to the Principal Deed subsequently;
- 2.4 The Acceding Entity further guarantees the Indebtedness to the Bank of all entities which in future may accede to the Principal Deed;

- 2.5 The nature and extent of the Acceding Entity's liability as guarantor shall be as stated in the Principal Deed as if all its guarantee provisions were set out in full in this Deed;
- 2.6 The Agent (on behalf of itself and the other companies which are parties to the Principal Deed) hereby agrees to the accession of the Acceding Entity.
- 2.7 The Acceding Entity irrevocably authorises the Agent to perform all acts and to sign all documents on its behalf for the purposes stated in clause 18 of the Principal Deed in the same terms as if it was an original party to the Principal Deed.
- 2.8 This Deed of accession and charge is intended to take effect as a deed notwithstanding the fact that the Bank may only execute this Deed of accession and charge under hand.

### **3. The Charges**

- 3.1 By executing this Deed, the Acceding Entity charges to us with full title guarantee with the payment or discharge of all Indebtedness:
- 3.1.1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Acceding Entity and not registered at H.M. Land Registry;
- 3.1.2 by way of fixed charge:
- (a) all freehold and leasehold Land in England and Wales now vested in the Acceding Entity and registered at H.M. Land Registry;
  - (b) all other Land which is now, or in the future becomes, property owned by the Acceding Entity;
  - (c) all plant and machinery now or in the future attached to any Land;
  - (d) all rental and other income and all debts and claims which are due or owing to the Acceding Entity now or in the future under or in connection with any lease, agreement or licence relating to Land;
  - (e) all the Acceding Entity's Securities;
  - (f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Acceding Entity:
    - (i) which relate to Assets themselves subject to a fixed charge in favour of the Bank; or
    - (ii) which are now or in the future deposited by the Acceding Entity with the Bank;together with all the Acceding Entity's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
  - (g) all the Acceding Entity's goodwill and uncalled share capital for the time being;

- (i) all Intellectual Property, present and future, including any Intellectual Property to which the Acceding Entity is not absolutely entitled or to which it is entitled together with others;
  - (ii) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Acceding Entity relating to the use or exploitation of any Intellectual Property in any part of the world;
  - (iii) all trade secrets, confidential information and knowhow owned or enjoyed by the Acceding Entity now or in the future in any party of the world;
- (h) all trade debts now or in the future owing to the Acceding Entity;
- (i) all other debts now or in the future owing to the Acceding Entity save for those arising on fluctuating accounts with associates (as defined in section 1152(3) of the Companies Act 2006); and
- (j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Acceding Entity as security in respect of any Asset itself subject to a fixed charge in our favour.

**3.1.3 by way of floating charge:**

- (a) all the Acceding Entity's Assets which are not effectively charged by the fixed charges detailed above; and
- (b) without exception all the Acceding Entity's Assets insofar as they are situated for the time being in Scotland.

**3.2** The above charges are created with the benefit of the covenants, conditions and provisions contained in the Principal Deed as if they were all repeated (amended as necessary) in full in this Deed.

<b>4. Power of Attorney</b>
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The Acceding Entity, by way of security, irrevocably appoints the Bank (whether or not a Receiver has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise:

- to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- to perform any act;

which may be required of the Acceding Entity or may be deemed by the attorney necessary or desirable for any purpose of the Principal Deed or this deed, or to enhance or perfect the security intended to be constituted by this Deed or to convey or transfer legal ownership of any Assets.

<b>5. Governing law and jurisdiction</b>
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This Deed shall be governed by and construed in accordance with English law. The Acceding Entity submits, for the exclusive benefit of the Bank, to the jurisdiction of the English Courts, but

without prejudice to the right of the Bank to commence proceedings against the Acceding Entity in any other jurisdiction.

**6. Confirmations**

By signing this Deed, the Agent, in its own capacity and on behalf of each continuing obligor under the Principal Deed acknowledges and agrees that:

- (i) notwithstanding the accession of the Acceding Entity, the Principal Deed and the liabilities of the Agent and each continuing obligor under the Principal Deed shall continue in full force and effect (the "Confirmation");
- (ii) each continuing obligor has been made aware of the accession of the Acceding Entity and the Confirmation and has acknowledged and agreed to it; and
- (iii) the Agent and each continuing obligor has obtained such independent legal advice prior to signing as they consider necessary before signing.

The Confirmation confers a benefit on Barclays PLC and each of its Subsidiaries and is intended to be relied upon accordingly by virtue of the Contracts (Rights of Third Parties) Act 1999.]

This Deed of accession and charge is executed by the Acceding Entity and the Agent as a deed and signed by the Bank and it will take effect on the date shown on the front page.

For and on behalf of Barclays Bank PLC



Paul Jury  
Director of Lending Operations

EXECUTED as a DEED by H.R.OWEN PLC in its capacity as Agent

acting by:



Director

CHOD VEI ICEN

Name

DIRECTOR.

Director / Company Secretary



Name DENISE GRIMSTON

EXECUTED as a DEED by UPBROOK MEWS LIMITED

acting by:

[REDACTED]

Director

MANISH PATIL

Name

DENISE GRIMSTON

Director / Company Secretary

[REDACTED]

Name