

U01183/13

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

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling
Please go to 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 the instrument is a mortgage of land. Use form MF01

THURSDAY



A06 *A3BCKNPU* 03/07/2014 #123
COMPANIES HOUSE

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. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 06242420

Company name in full 239 Acton Lane Limited

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 02/07/2014

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

MRO1
Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

None

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

8

Trustee statement ¹

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

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

9

Signature

Please sign the form here

Signature

Signature

X  X

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

**PETER CURRIE
TECHNICAL EXPERT**

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record

Contact name **Graham Robertson**

Company name **Lloyds Bank Plc**

Address **5th Floor**

110 St Vincent Street

Post town **Glasgow**

County/Region

Postcode **G 2 5 E R**

Country

DX **554160 Glasgow 53**

Telephone

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 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

DL



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6242420

Charge code: 0624 2420 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2014 and created by 239 ACTON LANE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2014

Given at Companies House, Cardiff on 11th July 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS DEED OF ADMISSION is made the 2nd ... day of July 2014
BETWEEN:

- (1) THE SEVERAL COMPANIES specified in Part I of the schedule hereto (the “Existing Companies”)
- (2) THE COMPANY specified in Part II of the schedule hereto (the “Further Company”)
- (3) LLOYDS BANK PLC (the “Bank”)

SUPPLEMENTAL to an omnibus guarantee and set-off agreement dated 17th May 2000 and made between the companies named in Part III of the schedule (1) and the Bank (2) as supplemented by deeds dated 6th June 2003, 13th June 2006, 30th May 2008, 12th June 2008, 1st September 2009 and 22nd September 2010 (the said omnibus guarantee and set-off agreement as so supplemented 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 expression “Companies” and “Principal” for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
 - (a) the Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand:
 - (i) all money and liabilities whether certain or contingent now or hereafter due, owing or incurred to the Bank by any one or more of the Existing Companies anywhere whether on any current or other account or otherwise in any manner whatsoever (except any money or liabilities due, owing or incurred by any such Existing Company as guarantor for the Further Company) whether alone or jointly with any other person, firm or corporation and in whatever style name or form and whether as principal or surety including:
 - (1) in the case of any liquidation or administration of any such Existing Company, all sums which would at any time have been due owing or incurred to the Bank by such Existing Company if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration, and
 - (2) in the event of the discontinuance by any means of the Guarantee in respect of any Existing 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 on the Bank or its agents and purporting to be dated on or before the date upon which such discontinuance becomes known to the Bank although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of such Existing Company to the Bank at such date whether certain 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, and

- (ii) interest on all such money and liabilities to the date of payment, and
- (iii) 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 Principal or others and in relation to the preparation and enforcement of any security held by or offered for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment,

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,

- (b) each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand.

- (i) all money and liabilities whether certain or contingent now or hereafter due owing or incurred to the Bank anywhere on any current or other account or in any manner whatsoever from or by the Further Company whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety including

- (1) in the case of the liquidation or administration of the Further Company all sums which would at any time have been due owing or incurred to the Bank by the Further Company if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration, and
- (2) in the event of the discontinuance by any means of this 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 upon which such discontinuance becomes known to the Bank although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of the Further Company to the Bank at such date whether certain 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,

- (ii) interest on all such money and liabilities to the date of payment; and
- (iii) 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 Principal or others and in relation to the preparation and enforcement of any security held by or offered for such liabilities together

with interest on each such sum from the date that the same was incurred or fell due to the date of payment,

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.

- (c) the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien or similar right (if any) to which the Bank as bankers may be entitled by law, the Bank may at any time and without notice to the Further Company the Existing Companies or any of them combine or consolidate all or any of the then existing accounts of the Further Company and the Existing Companies or any of them (including any accounts held in the Bank's name re the liabilities of the Further Company and the Existing Companies or any of them to the Bank) with all or any of the liabilities of the Further Company and the Existing Companies or any of them to the Bank (whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be denominated in Sterling and/or in a currency or currencies other than Sterling) and/or set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Further Company and the Existing Companies or any of them to the Bank on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be denominated in Sterling and/or in a currency or currencies other than Sterling and such credit balance(s) shall be held by the Bank as security for all such liabilities

3. ALL the covenants provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the moneys 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 set-off arrangements hereby constituted and the guarantees hereby provided as if the Further Company had been one of the Companies parties to the Principal Deed.

IN WITNESS whereof this deed has been signed or sealed 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 Parent for and on its behalf by the Parent pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Parent dated ... ~~25 JUNE 2014~~ appointing any two Directors or one Director and the Company Secretary for this purpose in accordance with section 74(4) of the Law of Property Act 1925 and all other powers thereto enabling it

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

For and on behalf of Lloyds Bank plc

Date - 2 JUL 2014

Lloyds Bank Plc
Mid Market Securities
5th Floor
110 St Vincent Street
Glasgow
G2 5ER

PETER CURRIE
TECHNICAL EXPERT

THE SCHEDULE**PART I - The Existing Companies**

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
CTGMS Limited	1298161	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
Cadogan Tate New York Limited	2781661	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
92 Durnsford Road Limited	4026372	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
Cadogan Tate Moving and Storage Limited (Dissolved)	05576859	Cadogan House, 239, Acton Lane, London NW10 7NP
Cadogan Tate Business Moving Limited	05576860	Cadogan House, 239, Acton Lane, London NW10 7NP
Cadogan Tate Limited	05254327	Cadogan House, 239, Acton Lane, London NW10 7NP
Cadogan Tate Group Limited	05577857	Cadogan House, 239, Acton Lane, London NW10 7NP
Cadogan Tate London Limited	06360425	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
6-12 Ponton Road Limited	06242430	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
Alpha House (SW19) Limited	06367929	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
241 Acton Lane Limited	06242454	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP

239 Acton Lane Limited	06242420	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
Molly Millars Lane Limited	06242431	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
Cadogan Tate Head Office and Treasury Services Limited	06822688	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
Cadogan Tate Insurance Services Limited	06867334	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP
The Cubic Building Limited	06242429	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP

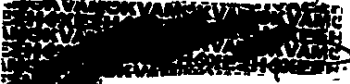

PART II - The Further Company

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Eco Movers Limited	06626638	Cadogan House, 239, Acton Lane, Park Royal, London NW10 7NP

PART III - Companies parties to the original Omnibus Guarantee and Set-off Agreement

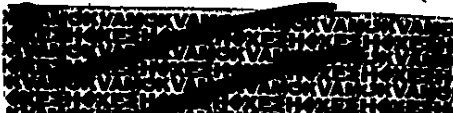
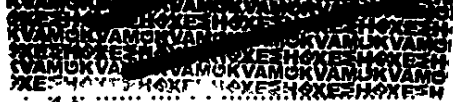
<u>Name</u>	<u>Company Number</u>
Cadogan Tate Limited	1298161
Cadogan Tate (Home Counties) Limited (Dissolved)	3047061
Cadogan Tate Fine Art Storage Limited	2781661

SIGNED as a deed by Eco Movers Limited acting by its:

 (insert full name) (insert full name)
 Director Director/Secretary*
 (signature) (signature)

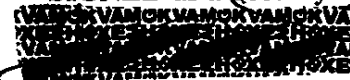
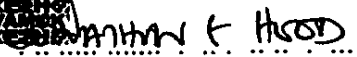
in the presence of
Witness:

REMONA THOMAS (name)

 (signature)

 Address:

Occupation: FA

SIGNED as a deed by CTGMS Limited acting by its

 (insert full name) (insert full name)
 Director Director/Secretary*
 (signature) (signature)

in the presence of
Witness:

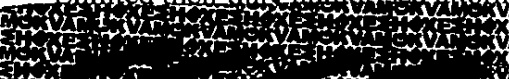

REMONA THOMAS (name)

 (signature)

 Address:

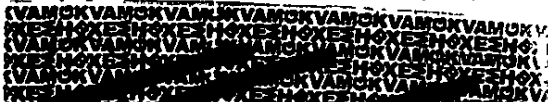
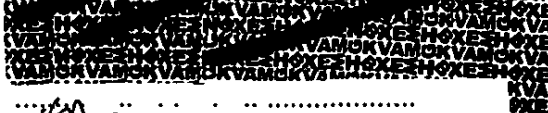
Occupation: FA

SIGNED as a deed by the Existing Companies other than CTGMS Limited acting by CTGMS Limited their duly authorised attorney acting by its:

 (insert full name) (insert full name)
 Director/Secretary*
 (signature) (signature)

in the presence of
Witness:

REMONA THOMAS (name)

 (signature)

 Address:

Occupation: FA

* Delete as applicable