

# MR01

## Particulars of a charge

U4683/B

**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](http://www.companieshouse.gov.uk)

TUESDAY



A04 \*A33GP008\* #314  
11/03/2014  
COMPANIES HOUSE

**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 Use form MR08

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

### 1 Company details

Company number: 0 4 5 8 0 1 1 8

Company name in full: UK Commercial Property No 1 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: d0 d6 m0 m3 y2 y0 y1 y4

### 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: Nationwide Building Society

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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## Particulars of a 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

In consideration of Nationwide Building Society granting or continuing Facilities to Athena Heights Limited the Guarantor guarantees on demand to pay to Nationwide Building Society the whole and every part of the Indebtedness when the same becomes due for payment or discharge whether by acceleration or otherwise

The Indebtedness is all moneys and liabilities now or in the future due, owing or incurred by Athena Heights Limited to Nationwide Building Society The moneys or liabilities which are due, owing or incurred by Athena Heights Limited to Nationwide Building Society may be

- (a) express or implied,
- (b) present future or contingent,
- (c) joint or several
- (d) incurred as principal or under a guarantee or indemnity to Nationwide Building Society
- (e) originally owing to Nationwide Building Society or purchased or otherwise acquired by it,
- (f) denominated in Sterling or in any other currency,
- (g) incurred on any banking or other account or in any other manner whatsoever or
- (h) incurred with or without the Guarantor's knowledge or consent

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### 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

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### 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

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### 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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Particulars of a charge

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**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)

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**Signature**

Please sign the form here

Signature

Signature

X *Burges Selma Ltd.* X

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

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## 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 **Justine Reid**

Company name **Burges Salmon**

Address **One Glass Wharf**

Post town **Bristol**

County/Region

Postcode **B S 2 0 Z X**

Country

DX **7829 Bristol**

Telephone **0117 939 2000**

### **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: 4580118

Charge code: 0458 0118 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2014 and created by UK COMMERCIAL PROPERTY NO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2014

Given at Companies House, Cardiff on 13th March 2014



**Companies House**



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

DATED 6<sup>th</sup> March 2014

# Nationwide Building Society

## GUARANTEE AND INDEMNITY (Corporate)

Guarantor UK Commerical Property No.1 Limited and  
Kirkhill (General Partner) Limited

Borrower: Athena Heights Limited

**IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE EXECUTING THIS  
GUARANTEE AND INDEMNITY**

**This Guarantee and Indemnity is an important legal document. Nationwide strongly recommends that you seek the advice of your solicitor or other legal adviser before executing this Guarantee and Indemnity.**

- This document is a Guarantee and Indemnity for all amounts owed to Nationwide by the company named in this Guarantee and Indemnity as the Borrower
- This Guarantee and Indemnity will be held by Nationwide in respect of the Borrower's debts and your liabilities owed to Nationwide as described in this Guarantee and Indemnity. This means that Nationwide can require you to pay on demand the Borrower's debts and your liabilities under this Guarantee and Indemnity
- The Borrower's debts guaranteed by you may include loans, moneys and/or liabilities due under any facilities which Nationwide has granted or may in the future grant to the Borrower including liabilities under any guarantee or indemnity that the Borrower has given or may give to Nationwide in the future
- Your liability under this Guarantee and Indemnity may be unlimited
- This Guarantee and Indemnity is in addition to, separate from and not limited by any other security or guarantee which may have already been given or which may be given to Nationwide in the future
- This Guarantee and Indemnity contains other terms which affect you

We 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.

Guarantee & Indemnity (Corporate)  
(January 2012)

Signed   
Date 7/3/14  
Solicitor's Reference RW14  
Burgess Salmon LLP

**Transfer** has the meaning set out in clause 10 5(b),

**Transferee** has the meaning set out in clause 10 5(b)

## **2 Guarantee and indemnity**

### **2 1 Guarantee**

In consideration of Nationwide granting or continuing Facilities to the Borrower, the Guarantor guarantees on demand to pay to Nationwide the whole and every part of the Indebtedness when the same becomes due for payment or discharge whether by acceleration or otherwise

### **2 2 Indebtedness**

The Indebtedness is all moneys and liabilities now or in the future due, owing or incurred by the Borrower to Nationwide The moneys or liabilities which are due, owing or incurred by the Borrower to Nationwide may be

- (a) express or implied,
- (b) present, future or contingent,
- (c) joint or several,
- (d) incurred as principal or under a guarantee or indemnity to Nationwide,
- (e) originally owing to Nationwide or purchased or otherwise acquired by it,
- (f) denominated in Sterling or in any other currency,
- (g) incurred on any banking or other account or in any other manner whatsoever, or
- (h) incurred with or without the Guarantor's knowledge or consent

### **2 3 Other liabilities**

The moneys and liabilities referred to in clause 2 2 shall, without limitation, include

- (a) the Facilities,
- (b) all liabilities arising under this Guarantee and Indemnity including without limitation under clause 9,
- (c) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates, and
- (d) interest (both before and after judgement) to date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide in relation to any of the Indebtedness or any guarantee in respect of any part of the Indebtedness, or otherwise in respect of the Borrower

### **2 4 Limit on Guarantor's liability**

- (a) The total amount recoverable by Nationwide from the Guarantor under this Guarantee and Indemnity shall not exceed the Guaranteed Amount, interest on the Guaranteed Amount as referred to in clause 2 3(d) from the date of demand on the Guarantor under this Guarantee and any money payable by the Guarantor under clause 9
- (b) If no figure is specified in Part C of the Schedule, then the Guarantor's liability under this Guarantee and Indemnity is unlimited

### 3.4 *Settlements conditional*

Any release, discharge of the Guarantee and Indemnity or settlement of the Indebtedness shall be conditional upon no security, disposition or payment to Nationwide by the Guarantor or any other person being void, set aside, reduced or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled Nationwide shall be entitled to enforce this Guarantee and Indemnity and any other rights it would have been entitled to exercise subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made

## 4 **Nationwide protection**

### 4.1 *Guarantor's liability not affected*

The guarantor's liability under this Guarantee and Indemnity shall not be discharged in whole or in part or otherwise be affected in any way by reason of

- (a) Nationwide giving the Borrower time or any other concession or taking, holding, varying or making arrangements in respect of the Indebtedness and/or any present or future guarantee, indemnity, Security Right, right or remedy held by or made available to Nationwide or realising or not enforcing any such guarantees, indemnities, Security Rights, rights or remedies,
- (b) Nationwide giving the Borrower (whether alone or with any other person) any new Facility or extending, increasing, renewing, determining or varying any of the Facilities,
- (c) any neglect of Nationwide, or by any agent or receiver appointed by Nationwide, in connection with the realisation of any such guarantees, indemnities, Security Rights, rights or remedies,
- (d) the invalidity or unenforceability of the obligations of the Borrower to Nationwide, or
- (e) any other act or omission of Nationwide or any other circumstances which, but for this provision, would discharge the Guarantor

## 5 **Guarantor's warranty**

### 5.1 *Security warranty and undertaking*

The Guarantor warrants that it has not taken or received, and agrees that until the Indebtedness has been paid or discharged in full it will not take or receive, the benefit of any security from the Borrower or from any member of any group of companies to which the Borrower belongs in respect of any obligation or liability of or payment by the Guarantor under this Guarantee and Indemnity

### 5.2 *Nationwide trust*

Any security taken by the Guarantor in breach of clause 5.1 and all moneys at any time received in respect of any such breach shall be held on trust for Nationwide as security for the liability of the Guarantor under this Guarantee and Indemnity

## 6 **Guarantor's primary obligation and enforcement**

### 6.1 *Liability as primary obligor*

The obligations and liabilities agreed to by the Guarantor under this Guarantee and Indemnity are those of primary obligor and not merely as a surety

### 6.2 *Enforcement of Guarantee*

Nationwide may enforce this Guarantee and Indemnity without first making demand on, or taking any proceedings against, the Borrower or resorting to any present or future guarantee, indemnity, Security Right, right or remedy held by or available to Nationwide (or any of them) or other means of payment. No action (or inaction) by Nationwide in respect of such guarantees, indemnities, Security Rights, rights or remedies or other means of payment shall prejudice or affect the liability of the Guarantor under this Guarantee and Indemnity



No payment to Nationwide under this Guarantee and Indemnity pursuant to any judgement or order of any court or otherwise shall operate to discharge the obligations of the Guarantor in respect of which it was made unless and until payment in full shall have been received in Sterling and to the extent that such amount of any such payment shall on actual conversion into Sterling fall short of the amount of the obligation expressed in Sterling Nationwide shall have a further and separate cause of action against the Guarantor for the recovery of such sum as shall after conversion into Sterling be equal to the amount of the shortfall

## 8.6 *Appropriations*

The Guarantor shall not and may not direct the application by Nationwide of any sums received by Nationwide from the Guarantor under, or pursuant to, any of the terms of this Guarantee and Indemnity or under, or pursuant to, any of the terms of any other present or future guarantee, indemnity, Security Right, right or remedy held by or available to Nationwide in respect of the Indebtedness

## 9 **Indemnities and costs and expenses**

### 9.1 *Enforcement Costs*

The Guarantor hereby undertakes with Nationwide to pay on demand all costs, charges and expenses including, without limitation, all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide or by any receiver in or incidental to the enforcement, attempted enforcement, preservation or attempted preservation of any of this Guarantee and Indemnity, including the costs of any proceedings in relation to the Guarantee and Indemnity or in the administration and management of the Borrower's accounts with Nationwide or in the collection of the Indebtedness, together with interest at the Default Rate from the date on which such costs, charges or expenses are incurred until the date of payment by the Guarantor (both before and after judgement) Any taxation of such costs, charges and expenses shall be on an indemnity basis

## 10 **Miscellaneous**

### 10.1 *Remedies cumulative*

No failure or delay on the part of Nationwide to exercise any power, right or remedy shall operate or be construed as a waiver Any single or any partial exercise or waiver of any power, right or remedy shall not preclude its further exercise or the exercise of any other power, right or remedy The powers, rights and remedies provided by this Guarantee and Indemnity are cumulative and are not exclusive of any powers, rights and remedies provided by law

### 10.2 *Preservation of rights*

Nationwide may, in its absolute discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not a party to this Guarantee and Indemnity or affecting or concerning any such person in respect of the Indebtedness or in respect of any Security Right or any guarantee for the Indebtedness, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any of the rights, powers or remedies of Nationwide or the exercise of the same, or the Indebtedness or other liability of the Guarantor to Nationwide

### 10.3 *Unfettered discretion*

Any liability or power which may be exercised or any determination which may be made under this Guarantee and Indemnity by Nationwide may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give any reasons

### 10.4 *Provisions severable*

- (a) Each of the provisions of this Guarantee and Indemnity is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Guarantee and Indemnity shall not in any way be affected or impaired thereby
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its drafting or effect were modified in any way, the Guarantor agrees that Nationwide can require such clause to be modified so as to be valid and enforceable

### 10.5 *Transfer of rights*

- (i) if delivered by hand, at the time of day of actual delivery,
- (ii) if sent by fax, with a confirmed receipt of transmission from the sending machine, when transmitted, or
- (iii) if sent by post, at 9 00am on the second day (not being a Saturday, Sunday or public holiday) following the day of posting (notwithstanding that it be undelivered or returned undelivered)

and, in proving the giving of a notice such method of service shall be conclusive evidence

- (c) Any such notice or demand or any certificate as to the amount at any time secured by this Guarantee and Indemnity shall be conclusive and binding upon the Guarantor if signed by an officer of Nationwide

## **12 Interpretation**

### **12.1 *Successors and assigns***

The expressions "Nationwide", "Guarantor" and "Borrower" include, where the context admits, their respective successors and, in the case of Nationwide, its Transferees whether immediate or derivative and any person with whom Nationwide may amalgamate and shall include all Nationwide's branches from time to time

### **12.2 *Construction of certain terms***

In this Guarantee and Indemnity, unless the context otherwise requires

- (a) the masculine, feminine or neuter gender respectively include the other genders and references to the singular include the plural and vice versa,
- (b) reference to (or to any specified provision of) this Guarantee and Indemnity, the Facility Letter or any other document shall be construed as references to this Guarantee and Indemnity or Facility Letter, that provision or that document as in force for the time being and as amended in accordance with its terms or, as the case may be, with the agreement of the relevant parties and (where the consent of Nationwide is, by the terms of this Guarantee and Indemnity or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of Nationwide,
- (c) references to a person shall be construed as including references to an individual, firm, company, body corporate, corporation, unincorporated body of persons, Authority, building society or partnership (whether or not having separate legal personality) or any combination of the foregoing, and
- (d) references to statutory provisions or Regulations shall be construed as references to those provisions as replaced, amended or re-enacted from time to time and any order, instrument, regulation or bye-law made or issued thereunder

### **12.3 *Effect as a deed***

This Guarantee and Indemnity is intended to take effect as a deed notwithstanding that Nationwide may have executed it under hand only

### **12.4 *No restriction on interpretation***

In construing this Guarantee and Indemnity the interpretation of general words shall not be restricted by being preceded by words indicating a particular class of acts, matters or things or by being followed by particular examples

## **13 Law**

### **13.1 *English law***

This Guarantee and Indemnity shall be governed by and shall be construed in accordance with English law

### **13.2 *Jurisdiction***

The Guarantor hereby irrevocably submits to the jurisdiction of the English Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of Nationwide to take proceedings against the Guarantor in any other

**Schedule**

**Part A – The Borrower**

Name Athena Heights Limited

Registered No 1017945 (incorporated in the British Virgin Islands)

Registered Office Trident Chambers, PO Box 146, Road Town, British Virgin Islands

**Part B – The Guarantor**

Name Kirkhill (General Partner) Limited as partner of and trustee for Kirkhill Limited Partnership

Registered No 05135046

Registered Office 1<sup>st</sup> Floor, 41 Carlton Street, London NW1 1JD

Name UK Commercial Property No 1 Limited

Registered No 04580118

Registered Office 1<sup>st</sup> Floor, 41 Carlton Street, London NW1 1JD

**Part C – The Guaranteed Amount**

The Guaranteed Amount (if any) (in words and figures) is £8,073,595

Executed as a deed by affixing  
THE COMMON SEAL of  
the Guarantor (UK Commercial Property No 1 Limited)  
in the presence of

Director )

Director/Secretary )

OR

EXECUTED as a Deed  
by the Guarantor (UK Commercial Property No 1 Limited)  
acting by

Director )

Director/Secretary )

OR

EXECUTED as a Deed  
by the Guarantor (UK Commercial Property No 1 Limited)  
acting by

Director )

in the presence of  
Name of witness

Signature of witness

Address

Occupation

SIGNED for and on behalf  
of NATIONWIDE BUILDING SOCIETY

) *Burgess Salmon LLP*

Executed as a deed by affixing  
THE COMMON SEAL of  
the Guarantor (UK Commercial Property No 1 Limited)  
in the presence of

Director )

Director/Secretary )

OR

EXECUTED as a Deed  
by the Guarantor (UK Commercial Property No 1 Limited)  
acting by

Director )

Director/Secretary )

  
**GATEWAY MANAGEMENT LTD**  
  
**Gateway Secretaries Limited**  
Secretary  


OR

EXECUTED as a Deed  
by the Guarantor (UK Commercial Property No 1 Limited)  
acting by

Director )

in the presence of  
Name of witness

Signature of witness

Address

Occupation

SIGNED for and on behalf )  
of NATIONWIDE BUILDING SOCIETY )