



Registration of a Charge

Company Name: **FREEMONT PROPERTY MANAGERS LIMITED**

Company Number: **08918100**



Received for filing in Electronic Format on the: **20/12/2021**

XAJPRFV6

Details of Charge

Date of creation: **10/12/2021**

Charge code: **0891 8100 0001**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description: **N/A**

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 ELECTRONICALLY EXECUTED INSTRUMENT**

Certified by: **LUCIA BARRETTO, SOLICITOR, DLA PIPER UK LLP, LONDON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8918100

Charge code: 0891 8100 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2021 and created by FREEMONT PROPERTY MANAGERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2021 .

Given at Companies House, Cardiff on 21st December 2021

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

ACCESSION DEED

THIS ACCESSION DEED is made on 10 December 2021

BETWEEN

- (1) Each company listed in Schedule 1 (each "**Acceding Company**");
- (2) Knight Square Limited (the "**Parent**"); and
- (3) Lucid Trustee Services Limited (as Security Agent for the Secured Parties (as defined in the Debenture (as defined below)) (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 10 April 2019 and made between (1) the Chargors named in it and (2) the Security Agent (the "**Debenture**").

IT IS AGREED:**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

1.2 Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANIES**2.1 Accession**

Each Acceding Company:

- 2.1.1** unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- 2.1.2** creates and grants at the date of this Accession Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as an Original Chargor.

London, 15 December 2021
I certify that same for the material redacted pursuant to s.859B of the Companies Act 2006, this is a true, complete and correct copy of the electronically executed original document.

[Signature]
DLA Piper UK LLP

2.2 Covenant to pay

Without prejudice to the generality of clause 2.1 (*Accession*) above, each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

2.3 Charge and assignment

Without prejudice to the generality of clause 2.1 (*Accession*) above, each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 6 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

2.3.1 (subject to clause 5 (*Exclusions from fixed charge*) of the Debenture) by way of first legal mortgage all the Material Property (other than any Short Leasehold Property) (if any) vested in or charged to that Acceding Company (including, without limitation, the property specified against its name in Part I (*Real Property*) of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));

2.3.2 by way of first fixed charge:

(a) all the Charged Securities (including, without limitation, those specified against its name in Part I (*Charged Securities*) of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with

(b) all Related Rights from time to time accruing to them;

2.3.3 by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part I (*Charged Accounts*) of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;

2.3.4 (subject to clause 5 (*Exclusions from fixed charge*) of the Debenture) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part I (*Intellectual Property*) of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any);

2.3.5 by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part V (*Material Contracts*) of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if

any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and

2.3.6 by way of absolute assignment (subject to a proviso for reassignment on redemption) the Insurances (including, without limitation, those specified against its name in Part VI (*Insurances*) of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances. To the extent that any Assigned Asset described in this clause 2.3.6 is not assignable, the assignment which this clause purports to effect shall operate as an assignment of all present and future rights and claims of such Acceding Company to any proceeds of such Insurances.

2.4 Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2.4 to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

2.4.1 each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 1 (*Details of Security Assets*);

2.4.2 the Charged Securities listed in Part II (*Charged Securities*) of Schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and

2.4.3 Part I (*Real Property*) of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

2.5 Consent

Pursuant to clause 24.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

2.5.1 consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and

2.5.2 agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are set out in Schedule 1.

6. COUNTERPARTS

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

7. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1
THE ACCEDING COMPANIES

NAME OF ACCEDING COMPANY	REGISTERED NUMBER OF ACCEDING COMPANY	JURISDICTION OF INCORPROATION	REGISTERED ADDRESS	ATTENTION
Freemont Property Managers Limited	08918100	England and Wales	Queensway House, 11 Queensway, New Milton, Hampshire, England, BH25 5NR	Ouda Saleh
Arcturus Corporation Limited	05503540	England and Wales	Pembroke House, Torquay Road, Paignton, Devon, England, TQ3 2EZ	
Blenheims Estate and Asset Management Limited	05398647	England and Wales		
Blenheims Estate & Asset Management (SW) Limited	03837047	England and Wales		
Campions Property Letting and Management Limited	05393722	England and Wales		
JAL Estates Limited	04590981	England and Wales		

SCHEDULE 2
DETAILS OF SECURITY ASSETS OWNED BY THE ACCEDING COMPANIES

Part I Real Property

None at the date of this Accession Deed

Part II Charged Securities

Acceding Company	Name of company in which shares are held	Class and number of shares
Arcturus Corporation Limited	Blenheims Estate and Asset Management Limited	565,000 Ordinary Shares of £1 each
Arcturus Corporation Limited	Blenheims Estate & Asset Management (SW) Limited	44,676 Ordinary Shares of £1 each
Arcturus Corporation Limited	Campions Property Letting and Management Limited	1,000 Ordinary Shares of £1 each
Arcturus Corporation Limited	JAL Estates Limited	4 Ordinary Shares of £1 each

Part III Charged Accounts

Account Holder	Account Bank	Account Number	Account Sort Code
Arcturus Corporation Limited	National Westminster Bank Plc	██████43	██████
Arcturus Corporation Limited	National Westminster Bank Plc	██████35	██████
Blenheims Estate & Asset Management (SW) Limited	National Westminster Bank Plc	██████87	██████
Blenheims Estate & Asset Management (SW) Limited	National Westminster Bank Plc	██████79	██████
Blenheims Estate and Asset Management Limited	National Westminster Bank Plc	██████94	██████
Blenheims Estate and Asset Management Limited	National Westminster Bank Plc	██████27	██████
Campions Property Letting and Management Limited	National Westminster Bank Plc	██████15	██████
Freemont Property Managers Limited	National Westminster Bank Plc	██████60	██████

Part IV Intellectual Property

None at the date of this Accession Deed

Part V Material Contracts

None at the date of this Accession Deed

Part VI Insurances

Acceding Company	Insurer(s)	Policy number
Arcturus Corporation Limited Blenheims Estate and Asset Management Limited Blenheims Estate & Asset Management (SW) Limited Campions Property Letting and Management Limited JAL Estates Limited	Aviva Insurance Limited	100577611CCI
Arcturus Corporation Limited Blenheims Estate and Asset Management Limited Blenheims Estate & Asset Management (SW) Limited Campions Property Letting and Management Limited JAL Estates Limited	<ul style="list-style-type: none"> • CNA Insurance Company Limited • Dual Corporate Risks Limited 	B0808P1A76872
Arcturus Corporation Limited Blenheims Estate and Asset Management Limited Blenheims Estate & Asset Management (SW) Limited Campions Property Letting and Management Limited JAL Estates Limited	<ul style="list-style-type: none"> • Everest Insurance DAC, Ireland • AmTrust Europe Limited • AXIS Specialty Europe SE • HDI Global Specialty SE, UK Branch 	B0808P1B60949
Freemont Property Managers Limited	Royal & Sun Alliance Insurance plc	RSAP8130490300
Freemont Property Managers Limited	International General Insurance	600352/01/21/905
Freemont Property Managers Limited	Prosure Solutions Limited	55504009

EXECUTION PAGE

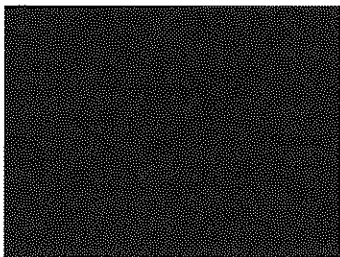
THE ACCEDING COMPANY

Executed as a
Deed by **Freemont Property Managers Limited**  _____
Director

acting by:

In the presence of:
Witness signature:  _____

Name: Roselelia Eaves

Address:  _____

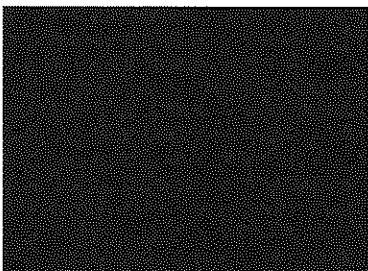
Occupation: _____

Executed as a
Deed by **Arcturus Corporation Limited**  _____
Director

acting by:

In the presence of:
Witness signature:  _____

Name: Roselelia Eaves

Address:  _____

Occupation: _____

Executed as a
Deed by **Blenheims Estate
and Asset Management Limited**



Director

acting by:

In the presence of:

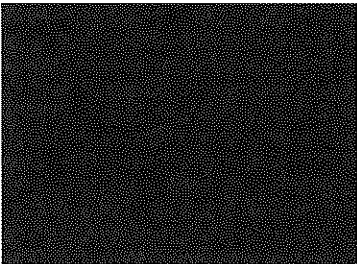
Witness signature:



Name:

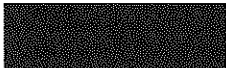
Roselelia Eaves

Address:



Occupation:

Executed as a
Deed by **Blenheims Estate
& Asset Management (SW) Limited**



Director

acting by:

In the presence of:

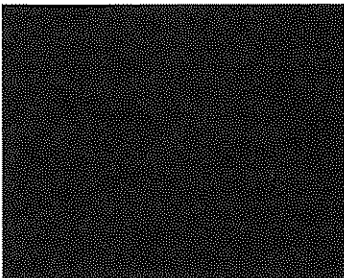
Witness signature:



Name:

Roselelia Eaves

Address:



Occupation:

Executed as a
Deed by **Campions Property Letting
and Management Limited**



Director

acting by:

In the presence of:

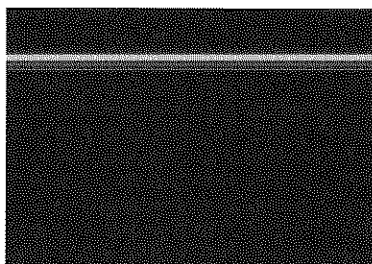
Witness signature:



Name:

Roselelia Eaves

Address:



Occupation:

Executed as a
Deed by **JAL Estates Limited**



Director

acting by:

In the presence of:

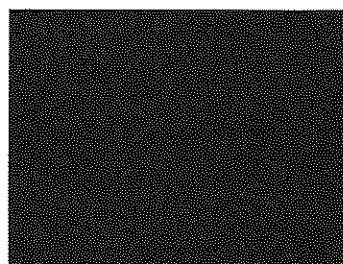
Witness signature:



Name:

Roselelia Eaves

Address:



Occupation:

THE PARENT

Executed as a
Deed by **Knight Square Limited**

[Redacted Signature]

Director

acting by:

In the presence of:

[Redacted Signature]

Witness signature: _____

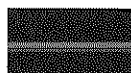
Name: Roselelia Eaves

Address: _____

Occupation: _____

THE SECURITY AGENT

Signed by Andrew Brookes for and)
on behalf of **Lucid Trustee Services Limited**)



Address: Lucid Trustee Services Ltd.
6th Floor, No1 Building 1-5
London Wall Buildings
London Wall
London
UK
EC2M 5PG