

1255422/23

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

MR01

Particulars of a charge

laserform



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the back of this form

☒ **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 there is
an instrument. Use form MR08.

FRIDAY



A17 *A7KR6MTU* #251
14/12/2018
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 1 0 9 1 5 8 0 9 ✓

Company name in full Obsidian Strategic HFP Limited ✓

0001

For official use

→ **Filling 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 d1 d2 m1 m2 y2 y0 y1 y8 ✓

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 Martin's Properties (OS) Limited (Co.no.10685115) ✓

Name

Name

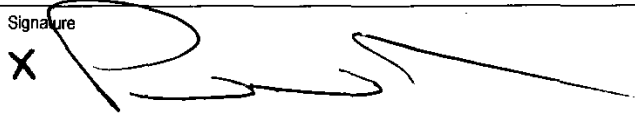
Name

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.

MR01

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 All assets debenture over the Company.	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. ✓ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. ✓ <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> 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. ✓ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature ✓  X This form must be signed by a person with an interest in the charge.	

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 **HG/M3280.182**

Company name **Wallace LLP**

Address **1 Portland Place**

Post town **London**

County/Region

Postcode **W 1 B 1 P N**

Country **UK**

DX **82990 Mayfair**

Telephone **02076364422**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10915809

Charge code: 1091 5809 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2018 and created by OBSIDIAN STRATEGIC HFP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2018.



Given at Companies House, Cardiff on 19th December 2018



Companies House



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

DEED OF ACCESSION TO THE COMPOSITE DEBENTURE AND GUARANTEE

THE SUPPLEMENTAL DEED is made on 12th December 2018.

BETWEEN:

- (1) THE COMPANY LISTED IN SCHEDULE 1 (the **Acceding Company**);
- (2) THE COMPANIES LISTED IN SCHEDULE 2 (together the **Existing Charging Companies**); and
- (3) **MARTIN'S PROPERTIES (OS) LIMITED** (the **Lender**)

WHEREAS:

This Supplemental Deed is supplemental to a debenture and guarantee dated 30 March 2017 and made between (1) Obsidian Strategic Asset Management Limited (**OSAM**) and (2) the Lender (the **Composite Guarantee & Debenture**) as supplemented by Deeds of Accession made on 15 December 2017, 16 April 2018, 11 May 2018 and 20 August 2018 between (1) OSAM (2) the Lender and *inter alios*, the Existing Charging Companies.

IT IS AGREED and declared as follows:

1. DEFINITIONS

- 1.1 Words or expressions defined (including by reference) in the Composite Guarantee & Debenture shall, unless otherwise defined in this Supplemental Deed, bear the same meaning in this Supplemental Deed (including the recital).
- 1.2 The principles of construction set out in clauses 1.2 to 1.4 of the Composite Guarantee & Debenture shall apply *mutatis mutandis* to this Supplemental Deed as if they were set out in full in this Supplemental Deed.

2. ACCESSION OF THE ACCEDING COMPANY

- 2.1 By its execution of this Supplemental Deed, the Acceding Company unconditionally and irrevocably undertakes to and agrees with the Lender to observe and be bound by the terms and provisions of the Composite Guarantee & Debenture as if it were an original party to it as one of the Charging Companies.
- 2.2 Without prejudice to the generality of sub-clause 2.1, the Acceding Company:
 - 2.2.1 (jointly and severally with the other Charging Companies) covenants in the terms set out in clauses 2 and 3 and Schedule 2 of the Composite Guarantee & Debenture; and
 - 2.2.2 with full title guarantee, charges and assigns to the Lender for the payment and discharge of all Secured Obligations, all its property, assets and undertaking on the terms set out in clause 4 of the Composite Guarantee & Debenture.

- 2.3 The Existing Charging Companies consent to the accession of the Acceding Company to the Composite Guarantee & Debenture on the terms of clauses 2.1 and 2.2 of this Supplemental Deed and agree that the Composite Guarantee & Debenture shall from now on be read and construed as if the Acceding Company had been named in it as Charging Companies.

3. INTERPRETATION

This Supplemental Deed shall from now on be read as one with the Composite Guarantee & Debenture, so that all references in the Composite Guarantee & Debenture to "*this deed*", "*this Deed*", and similar expressions shall include references to this Supplemental Deed.

4. DELIVERY

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated.

5. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts each of which shall be deemed to be an original, and which together shall constitute one and the same instrument.

6. THIRD PARTY RIGHTS

Without prejudice to clause 19 of the Composite Guarantee & Debenture to the extent applicable, a person who is not a party to this Supplemental Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Supplemental Deed shall be governed by and construed in accordance with the laws of England and Wales.

- 7.2 Each of the parties to this Supplemental Deed irrevocably agrees for the benefit of the Lender that the courts in England and Wales shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of, or in connection with, this Supplemental Deed and, for such purposes, the parties to this Supplemental Deed irrevocably submit to the jurisdiction of such courts.

EXECUTED as a **DEED** and delivered on the date first written on it.

SCHEDULE 1

The Acceding Company

Company Name	Registration Number
Obsidian Strategic HFP Limited	10915809

SCHEDULE 2

The Existing Charging Companies

Company Name	Registration Number
Obsidian Strategic Asset Management Limited	10619226
Obsidian Strategic RC Limited	11011787
Obsidian Strategic FG Limited	11136103
Obsidian Strategic SB Limited	11179643
Obsidian Strategic SL Limited	10984239

Lender

EXECUTED as a deed but not) Director's
delivered until the date of this Deed by) Signature.....
MARTIN'S PROPERTIES (OS))
LIMITED acting by its) Print Name.....
director in the presence of:

Witness's
Signature.....

Name.....

Address.....

.....

.....

Occupation.....

Existing Charging Companies

EXECUTED as a deed but not) Director's
delivered until the date of this Deed by) Signature.....
OBSIDIAN STRATEGIC ASSET)
MANAGEMENT LIMITED acting by its) Print Name.....
director in the presence of:

Witness's
Signature.....

Name.....

Address.....

.....

.....

Occupation.....

Lender

EXECUTED as a deed but not) Director's
delivered until the date of this Deed by) Signature.....
MARTIN'S PROPERTIES (OS))
LIMITED acting by its) Print Name Pw Nicholas
director in the presence of:

Witness's

Signature.....

Name..... Blesile Hysmeri

Address..... 36 ue pole

SW 3 425

Occupation..... Teen Assistant

Existing Charging Companies

EXECUTED as a deed but not) Director's
delivered until the date of this Deed by) Signature.....
OBSIDIAN STRATEGIC ASSET)
MANAGEMENT LIMITED acting by its) Print Name.....
director in the presence of:

Witness's

Signature.....

Name.....

Address.....

Occupation.....

SCHEDULE 1

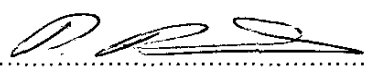
The Acceding Company

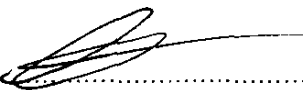
Company Name	Registration Number
Obsidian Strategic HFP Limited	10915809

SCHEDULE 2

The Existing Charging Companies

Company Name	Registration Number
Obsidian Strategic Asset Management Limited	10619226
Obsidian Strategic RC Limited	11011787
Obsidian Strategic FG Limited	11136103
Obsidian Strategic SB Limited	11179643
Obsidian Strategic SL Limited	10984239

EXECUTED as a deed but not) Director's
delivered until the date of this Deed by) Signature.....
OBSIDIAN STRATEGIC RC LIMITED)
acting by its) Print Name..... DAVID ARDLEY
director in the presence of:

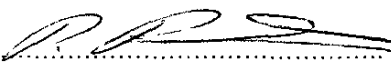
Witness's
Signature.....

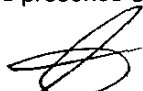
Name..... CATE MORRIS

Address..... 12A SMILE ROW

LONDON

Occupation..... DEVELOPMENT DIRECTOR

EXECUTED as a deed but not) Director's
delivered until the date of this Deed by) Signature.....
OBSIDIAN STRATEGIC FG LIMITED)
acting by its) Print Name..... DAVID ARDLEY
director in the presence of:

Witness's
Signature.....

Name..... CATE MORRIS

Address..... 12A SMILE ROW

LONDON

Occupation..... DEVELOPMENT DIRECTOR

EXECUTED as a deed but not
delivered until the date of this Deed by)
OBSIDIAN STRATEGIC SB LIMITED)
acting by its)
director in the presence of:)

Witness's

Signature.....

Name.....CATE MORRIS

Address.....12A SAMUE ROW

LONDON

Occupation.....DEVELOPMENT DIRECTOR

Director's

Signature.....

Print Name.....

DAVID ARDLEY

DAVID ARDLEY

EXECUTED as a deed but not
delivered until the date of this Deed by)
OBSIDIAN STRATEGIC SL LIMITED)
acting by its)
director in the presence of:)

Witness's

Signature.....

Name.....CATE MORRIS

Address.....12A SAMUE ROW

LONDON

Occupation.....DEVELOPMENT DIRECTOR

Director's

Signature.....

Print Name.....

DAVID ARDLEY

DAVID ARDLEY

Acceding Company

EXECUTED as a deed but not)
delivered until the date of this Deed by)

OBSIDIAN STRATEGIC HFP LIMITED)

acting by its)

director in the presence of:

Witness's

Signature.....

Name. CHRIS NORMAN

Address. 12A SAMPLE ROW

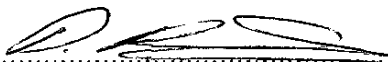
LEWIS

Occupation. DEVELOPMENT DIRECTOR

Director's

Signature.....

Print Name.....



DAVID ARDLEY