



**Registration of a Charge**

Company name: **OBSIDIAN STRATEGIC AA LIMITED**

Company number: **11551121**

Received for Electronic Filing: **06/04/2020**



X92ERTUA

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**Details of Charge**

Date of creation: **03/04/2020**

Charge code: **1155 1121 0001**

Persons entitled: **MARTIN'S PROPERTIES (OS) LIMITED**

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 THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SABRINA MITCHELL**



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

Company number: 11551121

Charge code: 1155 1121 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2020 and created by OBSIDIAN STRATEGIC AA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2020 .

Given at Companies House, Cardiff on 7th April 2020

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**

Certified to be a true copy of  
the original seen by me on  
6 April 2020

Sibona Mitchell  
Wallace LLP  
One Portland  
Place  
London  
W1B 1PN

## DEED OF ACCESSION TO THE COMPOSITE DEBENTURE AND GUARANTEE

THE SUPPLEMENTAL DEED is made on 3 April 2020.

### 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, 20 August 2018, 12 December 2018, 23 January 2019, 18 April 2019, 17 May 2019, 21 May 2019, 16 July 2019, 4 September 2019, 10 September 2019 and 28 January 2020 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 AA Limited	11551121

**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
Obsidian Strategic HFP Limited	10915809
Obsidian Strategic DR Limited	10820712
Obsidian Land Promotions Guildford Limited	09496571
Obsidian Strategic WGV Limited	10619182
Obsidian Strategic TF Limited	11136100
Obsidian Strategic BR Limited	10920485
Obsidian Strategic AB Limited	11551115
Obsidian Strategic AC Limited	11551125
Obsidian Strategic HBW Limited	10618996
Obsidian Strategic WW Limited	11033646
Obsidian Strategic AF Limited	12068708

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 CHRISTOPHER SWAYNE

Address FLAT 20, SWALLOW HOUSE,

SHELLEY CLOSE,

LEWES, EAST SUSSEX

Occupation ESTATE MANAGER

Existing Charging Companies

Signed by

and OLIVER MYERSON

directors for and on behalf of OBSIDIAN  
STRATEGIC ASSET MANAGEMENT LIMITED

Director

Director

Signed by


and OLIVER MYERSON

directors for and on behalf of OBSIDIAN  
STRATEGIC RC LIMITED


Director

Director

Signed by PAUL NICHOLSON


  
.....  
Director

and OLIVER MYERSON


  
.....  
Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC FG LIMITED**

Signed by PAUL NICHOLSON

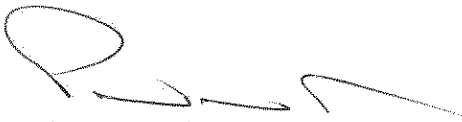
  
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Director

and OLIVER MYERSON

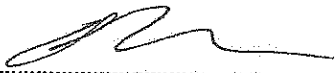
  
.....  
Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC SB LIMITED**

Signed by PAUL NICHOLSON


  
.....  
Director

and OLIVER MYERSON


  
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Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC SL LIMITED**

Signed by PAUL NICHOLSON


  
.....  
Director

and OLIVER MYERSON

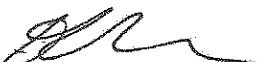
  
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Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC HFP LIMITED**

Signed by PAUL NICHOLSON

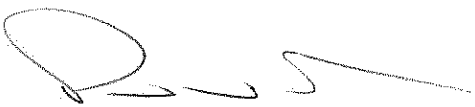
  
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Director

and OLIVER MYERSON

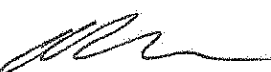
  
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Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC DR LIMITED**

Signed by Paul Nicholson


  
.....  
Director

and OLIVER MYERSON


  
.....  
Director

directors for and on behalf of **OBSIDIAN LAND  
PROMOTIONS GUILDFORD LIMITED**

Signed by Paul Nicholson


  
.....  
Director

and OLIVER MYERSON

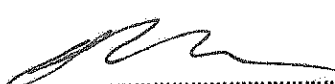
  
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Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC WGV LIMITED**

Signed by Paul Nicholson


  
.....  
Director

and OLIVER MYERSON

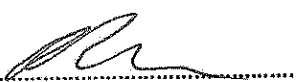
  
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Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC TF LIMITED**

Signed by Paul Nicholson


  
.....  
Director

and OLIVER MYERSON

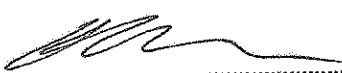
  
.....  
Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC BR LIMITED**

Signed by Paul Nicholson

  
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Director

and OLIVER MYERSON

  
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Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC AB LIMITED**

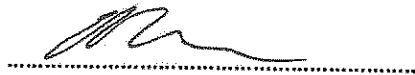


Signed by Paul Nicholas



Director

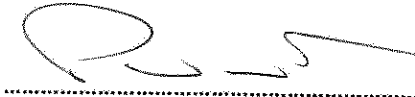
and OLIVER MYERSON



Director

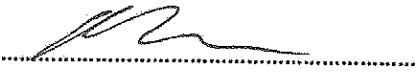
directors for and on behalf of **OBSIDIAN  
STRATEGIC AC LIMITED**

Signed by Paul Nicholas



Director

and OLIVER MYERSON



Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC HBW LIMITED**

Signed by Paul Nicholas



Director

and OLIVER MYERSON



Director

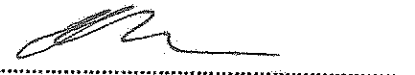
directors for and on behalf of **OBSIDIAN  
STRATEGIC WW LIMITED**

Signed by Paul Nicholas



Director

and OLIVER MYERSON

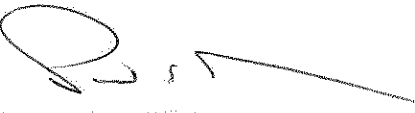


Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC AF LIMITED**

Acceding Company

Signed by Paul Nicholas



Director

and OLIVER MYERSON



Director

directors for and on behalf of **OBSIDIAN  
STRATEGIC AA LIMITED**