



**Registration of a Charge**

Company name: **JACKSON-STOPS & STAFF (COUNTRY HOUSES) LIMITED**

Company number: **02749594**



XA2SRBCW

Received for Electronic Filing: **20/04/2021**

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**Details of Charge**

Date of creation: **09/04/2021**

Charge code: **0274 9594 0003**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED (AS SECURITY TRUSTEE 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.**

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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 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  
INSTRUMENT.**

Certified by:

**ASHLEY BANNISTER, SOLICITOR, DLA PIPER UK LLP, LONDON**



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

Company number: 2749594

Charge code: 0274 9594 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th April 2021 and created by JACKSON-STOPS & STAFF (COUNTRY HOUSES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2021 .

Given at Companies House, Cardiff on 21st April 2021

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



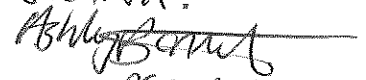
**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

London, 16 April 2021

I certify that save for the material redacted pursuant to s. 859G of the Companies Act 2006, this is a true, complete and correct copy of the electronically executed original document.

  
ACA PTEC UK LLP

## SECURITY ACCESSION DEED

THIS ACCESSION DEED is made on 9 April 2021

### BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) ZAK BIDCO LIMITED (the "Company"); and
- (3) LUCID TRUSTEE SERVICES LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

### BACKGROUND

This Accession Deed is supplemental to a debenture dated 22 February 2021 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### (a) 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).

##### (b) 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 EACH ACCEDING COMPANY

##### (a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, 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 one of the Chargors.

##### (b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), 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.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), 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 5 (*Floating Charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first fixed charge:
  - (A) all the Charged Securities (including, without limitation, those specified against its name in 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;
- (ii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time;
- (iii) by way of first fixed charge all Intellectual Property; and
- (iv) by way of absolute assignment the Insurances, all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*); and
- (ii) the Charged Securities listed in 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.

(e) **Consent**

Pursuant to clause 22.3 (*Accession Deed*) of the Debenture, the Company (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) 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 those identified with its name below.

**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 Company 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 Company.

**SCHEDULE 1 TO THE ACCESSION DEED****The Acceding Companies**

<b>Company name</b>	<b>Registered number</b>	<b>Registered office</b>
Dexters London Limited	04160511	66 Grosvenor Street, London, England, W1K 3JL
London Resi Ltd	09898555	3 Park Road, Teddington, England, TW11 0AP
Wetherell & Co. (Mayfair) Ltd.	02651793	102 Mount Street, London, W1K 2TH
JSS (London Residential) Limited	06290059	3 Park Road, Teddington, England, TW11 0AP
Burlington Estates (London) Limited	07854696	3 Park Road, Teddington, England, TW11 0AP
London Private Finance Limited	03297209	74 Heath Road, Twickenham, England, TW1 4BW
Jackson-Stops & Staff (Country Houses) Limited	02749594	3 Park Road, Teddington, England, TW11 0AP
Dexters Holdings Limited	03796205	3 Park Road, Teddington, Middlesex, TW11 0AP

**SCHEDULE 2 TO THE ACCESSION DEED****Details of Security Assets owned by the Acceding Companies****Charged Securities**

<b>Acceding Company</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
Dexters London Limited	London Resi Ltd	Ordinary	100	100 Ordinary Shares of £1.00 each
Dexters London Limited	Dexters Holdings Limited	Ordinary	10,300	10,300 Ordinary Shares of £0.01 each
London Resi Ltd	Burlington Estates (London) Limited	A Ordinary	5000	5000 A Ordinary Shares of £1.00 each
London Resi Ltd	Burlington Estates (London) Limited	B Ordinary	4999	4,999 B Ordinary Shares of £1.00 each
London Resi Ltd	Burlington Estates (London) Limited	C Ordinary	1	1 Ordinary Share of £1.00 each
London Resi Ltd	JSS (London Residential) Limited	Ordinary	4,730,227	4,730,227 Ordinary Shares of £0.0625 each
London Resi Ltd	Wetherell & Co. (Mayfair) Ltd	Ordinary	100	100 Ordinary Shares of £1.00 each
JSS (London Residential) Limited	Jackson-Stops & Staff (Country Houses) Limited	Ordinary	10,000	10,000 Ordinary Shares of £1.00 each
Dexters Holdings Limited	London Private Finance Limited	Ordinary	100	100 Ordinary Shares of £1.00 each




## EXECUTION PAGES OF THE ACCESSION DEED

### THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the first date specified on page 1, by Dexters London Limited acting by:

Director 

Name Ash Kashyap

Director 

Name Jeffrey Doble

**Address:** 3 Cadogan Gate, London, SW1X 0AS

**Email:** [Alessandro.celli@oakley.com](mailto:Alessandro.celli@oakley.com), [ashkashyap@dexters.co.uk](mailto:ashkashyap@dexters.co.uk)

**Attention:** Alessandro Celli, Ash Kashyap

Executed as a deed, but not delivered until the first date specified on page 1, by London Resi Ltd acting by:

Director 

Name Ash Kashyap

Director 

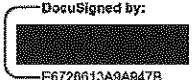
Name Jeffrey Doble

**Address:** 3 Cadogan Gate, London, SW1X 0AS

**Email:** [Alessandro.celli@oakley.com](mailto:Alessandro.celli@oakley.com), [ashkashyap@dexters.co.uk](mailto:ashkashyap@dexters.co.uk)

**Attention:** Alessandro Celli, Ash Kashyap

Executed as a deed, but not delivered until the first date specified on page 1, by Wetherell & Co. (Mayfair) Ltd.by:

Director  E6726613A9A847B...

Name Adrian Finneran

Director  0D56E6FCB04C49A...

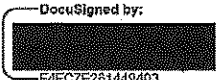
Name Peter Wetherell

**Address:** 3 Cadogan Gate, London, SW1X 0AS

**Email:** [Alessandro.celli@oakley.com](mailto:Alessandro.celli@oakley.com), [ashkashyap@dexters.co.uk](mailto:ashkashyap@dexters.co.uk)

**Attention:** Alessandro Celli, Ash Kashyap

Executed as a deed, but not delivered until the first date specified on page 1, by JSS (London Residential) Limited by:

Director  F4FC7E261449403...

Name Ash Kashyap

Director  6E4E04FD18EC40B...

Name Jeffrey Doble

**Address:** 3 Cadogan Gate, London, SW1X 0AS


**Email:** [Alessandro.celli@oakley.com](mailto:Alessandro.celli@oakley.com), [ashkashyap@dexters.co.uk](mailto:ashkashyap@dexters.co.uk)

**Attention:** Alessandro Celli, Ash Kashyap

Executed as a deed, but not delivered until the first date specified on page 1, by Burlington Estates (London) Limited by:

Director   
F4FC7E2514494D3...

Name Ash Kashyap

Director   
6330ECB525A74A7...

Name Andrew Shepherd

**Address:** 3 Cadogan Gate, London, SW1X 0AS


**Email:** [Alessandro.celli@oakley.com](mailto:Alessandro.celli@oakley.com), , [ashkashyap@dexters.co.uk](mailto:ashkashyap@dexters.co.uk)

**Attention:** Alessandro Celli, Ash Kashyap

Executed as a deed, but not delivered until the first )  
date specified on page 1, by London Private )  
Finance Limited acting by: )

Director   
C50B6650F9AE410...

Name David Tomkins

Witness signature   
E24502C9EF914C6...  
Kyanoosh Raessy

Witness name:

Witness address:



**Address:** 3 Cadogan Gate, London, SW1X 0AS

**Email:** [Alessandro.celli@oakley.com](mailto:Alessandro.celli@oakley.com), , [ashkashyap@dexters.co.uk](mailto:ashkashyap@dexters.co.uk)

**Attention:** Alessandro Celli, Ash Kashyap

Executed as a deed, but not delivered until the first date specified on page 1, by Jackson-Stops & Staff (Country Houses) Limited acting by:

Director  F4FC7E261448403...

Name Ash Kashyap

Director  E6728613A9A847B...

Name Adrian Finneran

**Address:** 3 Cadogan Gate, London, SW1X 0AS

**Email:** [Alessandro.celli@oakley.com](mailto:Alessandro.celli@oakley.com), [ashkashyap@dexters.co.uk](mailto:ashkashyap@dexters.co.uk)

**Attention:** Alessandro Celli, Ash Kashyap

Executed as a deed, but not delivered until the first date specified on page 1, by Dexters Holdings Limited acting by:

Director  F4FC7E261448403...

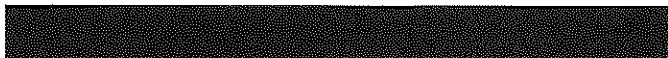
Name Ash Kashyap

Witness signature  0D9CFC6417F4465...

Witness name:

shalini kashyap

Witness address:



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**Address:** 3 Cadogan Gate, London, SW1X 0AS

**Email:** [Alessandro.celli@oakley.com](mailto:Alessandro.celli@oakley.com), [ashkashyap@dexters.co.uk](mailto:ashkashyap@dexters.co.uk)

**Attention:** Alessandro Celli, Ash Kashyap

**THE COMPANY**

Executed as a deed, but not delivered until the first date specified on page 1, by **ZAK BIDCO LIMITED** acting by:

Director

DocuSigned by:

9E78768502894C3...

Name

Ash Kashyap

DocuSigned by:

0D8CFC6417F4465...

Witness signature

Shalini Kashyap

Witness name:

Witness address:

**Address:** 3 Cadogan Gate, London, SW1X 0AS

**Email:** Alessandro.cellli@oakley.com, [ashkashyap@dexters.co.uk](mailto:ashkashyap@dexters.co.uk)

**Attention:** Alessandro Celli, Ash Kashyap

**THE SECURITY AGENT**

**Lucid Trustee Services Limited** acting by:

DocuSigned by:



6025F2620D9E40A...

By: Kate Russell

Authorised Signatory