



Registration of a Charge

Company name: **ZAMBRA INVESTMENTS LIMITED**

Company number: **00831123**



X69IYBZF

Received for Electronic Filing: **28/06/2017**

Details of Charge

Date of creation: **21/06/2017**

Charge code: **0083 1123 0014**

Persons entitled: **M AND R GROSS CHARITIES LIMITED**

Brief description: **2.1 THE COMPANY WITH FULL TITLE GUARANTEE AND AS A CONTINUING SECURITY CHARGES WITH THE PAYMENT OR DISCHARGE OF ALL MONIES OBLIGATIONS AND LIABILITIES HEREBY COVENANTED TO BE PAID OR DISCHARGED BY THE COMPANY: (A) BY WAY OF FIRST FIXED CHARGE: (I) ALL FREEHOLD AND LEASEHOLD PROPERTY NOW OR IN THE FUTURE BELONGING TO THE COMPANY TOGETHER WITH ALL BUILDINGS, TRADE AND OTHER FIXTURES, FIXED PLANT AND MACHINERY OF THE COMPANY FROM TIME TO TIME THEREON; (II) ALL PLANT AND MACHINERY NOW OR IN THE FUTURE BELONGING TO THE COMPANY; (III) ALL BOOK DEBTS AND OTHER DEBTS NOW OR IN THE FUTURE DUE OR OWING TO THE COMPANY (IV) ALL STOCK SHARES AND OTHER SECURITIES NOW OR IN THE FUTURE BELONGING TO THE COMPANY TOGETHER WITH ALL DIVIDENDS AND OTHER RIGHTS DERIVING THEREFROM; (V) THE GOODWILL OF THE COMPANY AND ITS UNCALLED CAPITAL FOR THE TIME BEING; (VI) ALL PATENTS TRADE MARKS SERVICE MARKS DESIGNS AND OTHER INTELLECTUAL PROPERTY RIGHTS CHOSSES IN ACTION AND CLAIMS AND ALL FEES, ROYALTIES AND OTHER RIGHTS OF EVERY KIND DERIVING THEREFROM NOW OR IN THE FUTURE BELONGING TO THE COMPANY; (B) BY WAY OF FIRST FLOATING CHARGE THE WHOLE OF THE COMPANY'S UNDERTAKING AND ALL ITS PROPERTY AND ASSETS WHATSOEVER AND WHERESOEVER PRESENT AND FUTURE OTHER THAN THE PROPERTY AND ASSETS FROM TIME TO TIME EFFECTIVELY CHARGED TO THE LENDER BY WAY OF LEGAL MORTGAGE OR FIXED CHARGED BY THIS DEBENTURE.**

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

Certified by: **BUDE NATHAN IWANIER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 831123

Charge code: 0083 1123 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2017 and created by ZAMBRA INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2017 .

Given at Companies House, Cardiff on 29th June 2017

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

DATED 21 June 2017

(1) ZAMBRA INVESTMENTS LIMITED

(2) M and R GROSS CHARITIES LIMITED

DEBENTURE

**BUDE NATHAN IWANIER
1/2 TEMPLE FORTUNE PARADE
BRIDGE LANE
LONDON NW11 0QN**

**Tel. 020 8458 5656
Fax. 020 8458 5065
Ref. VV/GRO046125**

THIS DEBENTURE is dated

21 June

2017 and made

BETWEEN:

- (1) ZAMBRA INVESTMENTS LIMITED (Company No 00831123) whose registered office address is New Burlington House 1075 Finchley Road London NW11 0PU
- (2) M and R GROSS CHARITIES LIMITED (Company No. 00897558) whose registered office address is New Burlington House 1075 Finchley Road London NW11 0PU Charity No. 251888)

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1 Covenant to pay

- 1.1 The Company covenants when the same shall be or become due or, in the absence of any specified due date, on demand to pay and discharge to the Lender all monies obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Company to the Lender whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner together with interest charges and other expenses so that interest shall be calculated and compounded in accordance with the usual practice of the Lender from time to time as well after as before any demand made or judgment obtained hereunder

2 Charge

- 2.1 The Company with full title guarantee and as a continuing security charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged by the Company:
 - (a) by way of first fixed charge:
 - (i) all freehold and leasehold property now or in the future belonging to the Company together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon;
 - (ii) all plant and machinery now or in the future belonging to the Company;
 - (iii) all book debts and other debts now or in the future due or owing to the Company
 - (iv) all stock shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving therefrom;
 - (v) the goodwill of the Company and its uncalled capital for the time being;

- (vi) all patents trade marks service marks designs and other intellectual property rights choses in action and claims and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Company;
 - (b) by way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charged by this Debenture.
- 2.2 The Lender may convert the floating charge at any time by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.
- 2.3 The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the monies obligations and liabilities hereby secured. No prior security held by the Lender over the property charged by this Debenture or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Lender.

3 Restrictions on Dealing

- 3.1 The Company shall not without the prior written consent of the Lender:
- (a) create or permit to subsist any mortgage charge pledge hypothecation lien or other security interest on any of its assets ranking in priority or pari passu with the fixed and floating charges hereby created other than this Debenture;
 - (b) sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal;
 - (c) part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Section 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under this Debenture and being an agent of the Company and the Lender may grant or accept surrenders of leases without restriction at any time after the Lender shall have demanded the payment or discharge of any of the monies obligations and liabilities hereby secured;

4 Covenants by the Company

4.1 The Company shall:

- (a) keep all buildings and all plant machinery fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender free access at all reasonable times to view the state and condition thereof;
- (b) insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Lender may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Lender noted upon all policies of such insurance or, if the Lender shall require, in the joint names of the Company and the Lender and will produce or deposit with the Lender all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances;
- (c) apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the monies obligations and liabilities secured by this Debenture;
- (d) punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Debenture is held;
- (e) pay into its account with the Lender all monies which it may receive in respect of its book or other debts and all licence fees, royalties and other monies deriving from its intellectual property and until such payment will hold all such monies on trust for the Lender and shall not without the prior written consent of the Lender release factor sell at discount charge or assign or other deal with such debts licence fees royalties or other monies otherwise than by getting in and paying the same into such account;
- (f) subject to the rights of any prior mortgagee deposit with the Lender all deeds certificates and documents constituting or evidencing title to the property or any part thereof charged by this Debenture and all insurance policies;
- (g) comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing;
- (h) provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Company and its subsidiaries and associated companies (if any) that the Lender may from time to time require.

4.2 If the Company shall fail to satisfy the Lender that it has performed any of its obligations under clause 4. then the Lender may take such steps as it considers

appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Company on demand and until so reimbursed shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement

5 Enforcement

5.1 This Debenture shall become enforceable:

- (a) if any of the monies obligations and liabilities secured by this Debenture shall not be paid or discharged by the Company in accordance with clause 1; or
- (b) if the Company shall be in breach of any provision of this Debenture or of any agreement containing any terms and conditions of or applicable to the monies obligations and liabilities secured by this Debenture; or
- (c) upon the presentation of a petition for the winding-up of the making of an order for the winding up of the Company or the passing by the Company of a resolution for voluntary winding-up; or
- (d) if an encumbrancer shall take possession of or a receiver shall be appointed over or any secured creditor of the Company shall seek to enforce his security in respect of all or any of the property or assets charged by this Debenture; or
- (e) if a petition shall be presented for an administration order in relation to the Company; or
- (f) if the Company shall enter into any composition or arrangement for the benefit of its creditors; or
- (g) any other event shall take place which in the opinion of the Lender puts in jeopardy all or any part of the security created by this Debenture.

5.2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Debenture shall arise on and be exercisable at any time after the Lender shall have demanded the payment or discharge by the Company of all or any of the monies obligations and liabilities secured by this Debenture.

5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Debenture.

6 Receiver

- 6.1 At any time after this Debenture has become enforceable or if the Company so requests in writing the Lender may without further notice to the Company appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be a receiver, receiver and manager or administrative receiver (each a 'Receiver') of all or any part of the property charged by this Debenture and either at the time or appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.
- 6.2 Any Receiver shall be the agent of the Company which shall be solely responsible for his acts and defaults and the payment of his remuneration.
- 6.3 Any Receiver shall subject to any liabilities or restrictions expressed in the deed or instrument appointing him have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees in possession (but without liability as such) receivers administrative receivers and administrators appointed under those Acts which in the case of joint receivers may be exercised either jointly or severally. In addition, but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Company or otherwise and in such manner and on such terms and conditions as he shall think fit) to:
- (a) take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
 - (b) carry on or concur in carrying on the business of the Company and to raise money from the Lender or others on the security of any property charged by this Debenture;
 - (c) purchase or acquire any land and purchase, acquire and grant any interest in or right over land;
 - (d) sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect;
 - (e) sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
 - (f) make any arrangement or compromise between the Company and any other person which he may think expedient;
 - (g) make and effect all repairs improvement and insurances;
 - (h) purchase materials tools equipment goods or supplies;

- (i) call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls;
- (j) employ engage and appoint managers and other employees and professional advisers;
- (k) do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture and which he lawfully may or can do.

7 Application of Proceeds

- 7.1 Any monies received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Debenture be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Company:
- (a) in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
 - (b) in the payment of the Receiver's remuneration;
 - (c) in or towards the satisfaction of the monies obligations and liabilities secured by this Debenture in such order as the Lender in its absolute discretion thinks fit;
 - (d) in payment of the surplus (if any) to the person or persons entitled to it.
- 7.2 All monies received recover or realised by the Lender under this Debenture may be credited at the discretion of the Lender to any suspense or impersonal account and may be held in such account for so long as the Lender shall think fit pending its application from time to time in or towards the discharge of any of the monies obligations and liabilities secured by this Defendant.

8 Protection of Third Parties

- 8.1 No person dealing with receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Debenture or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Lender. All the protection to purchasers contained in Section 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender.

9 Entry into Possession

- 9.1 If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Company for anything except its or his actual receipts or be liable to the Company for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto.

10 Power of Attorney

- 10.1 The Company irrevocably appoints the Lender any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Company with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver may require or deem proper for any of the purpose of or which the Company ought to do under this Debenture. The Company agrees to ratify and confirm anything such attorney shall lawfully and properly do.

11 Prior Charges

- 11.1 If there is any encumbrance over any of the property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Debenture in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Company and all the principal interest costs charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Debenture and all the powers conferred by any prior encumbrance upon the encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Debenture.

12 Further Assurance

- 12.1 The Company shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Company's cost over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the monies obligations and liabilities secured by this Debenture.

13 Set-off

- 13.1 The Lender may at any time after this Debenture has become enforceable and without notice to the Company combine or consolidate all or any of the Company's then existing accounts with and liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Company to the Lender on any other account or in any other respects. The Lender shall notify the Company that such a transfer has been made.

14 Costs and Indemnity

- 14.1 All costs charges and expenses incurred by the Lender in relation to this Debenture or the monies and liabilities hereby secured shall be reimbursed by the Company to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement and be secured on the property charged by this Debenture.
- 14.2 The Lender and every Receiver attorney or other person appointed by the Lender under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Debenture in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Debenture and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Debenture and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Debenture.

15 Miscellaneous

- 15.1 The Lender may without discharging or in any way affecting the security created by this Debenture or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which it may now or in the future have from or against the Company and may make any arrangement variation or release with any person or persons without prejudice either to this Debenture or the liability of the Company for the monies obligations and liabilities secured by this Debenture.
- 15.2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression 'the Lender' shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee successor or participant.

- 15.3 The provisions of this Debenture shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.
- 15.4 The rights and remedies of the Lender provided by this Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.
- 15.5 Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

16 Notices

- 16.1 Any demand or notice under this Debenture may be served personally on any director or the secretary of the Company or may be sent by post or facsimile or may be delivered to the registered office of the Company or its last known place of business. If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch.

17 Governing Law and Jurisdiction

- 17.1 This Debenture shall be governed by and construed in accordance with the laws of England and the Company irrevocably submits to the non-exclusive jurisdiction of the English Courts.

18 Certificate

- 18.1 The Company certifies that this Debenture does not contravene its Memorandum and Articles of Association and has been executed in accordance therewith.

IN WITNESS whereof the Company has executed this Debenture as a Deed and the Lender has executed this Debenture the day and year first above written.



Signed as a Deed by
ZAMBRA INVESTMENTS LIMITED
acting by a Director
in the presence of:


Signature of Director

Signature of Witness

Name of Witness

Address of Witness

Signed as a Deed by
M and R GROSS CHARITIES LIMITED
acting by a Director
in the presence of:

Signature of Witness

Name of Witness

Address of Witness



David Posen
30 Sinclair Grove
London NW11 9JG


Signature of Director