



**Registration of a Charge**

Company Name: **ZAMBRA INVESTMENTS LIMITED**

Company Number: **00831123**



Received for filing in Electronic Format on the: **14/02/2024**

XCWV8AXS

**Details of Charge**

Date of creation: **01/02/2024**

Charge code: **0083 1123 0018**

Persons entitled: **YORKSHIRE BUILDING SOCIETY**

Brief description: **(A) BY WAY OF SPECIFIC EQUITABLE CHARGE ALL ESTATES OR INTERESTS IN ANY FREEHOLD AND LEASEHOLD PROPERTY NOW AND AT ANY TIME DURING THE CONTINUANCE OF THIS SECURITY BELOGNING TO OR CHARGES TO THE BORROWER AND/OR PROCEEDS OF SALE THEREOF TOGETHER WITH ALL BUILDINGS FIXTURES (INCLUDING TRADE FIXTURES) AND FIXED PLANT AND MACHINERY AT ANY TIME THEREON. (B) BY WAY OF SPECIFIC CHARGE ALL STOCKS, SHARES AND/OR OTHER SECURITIES NOW AND AT ANY TIME DURING THE CONTINUANCE OF THIS SECURITY BELONGING TO THE BORROWER IN ANY OF ITS SUBSIDIARY COMPANIES OR ANY OTHER COMPANY AND ALL DIVIDENDS AND OTHER RIGHTS IN RELATION TO THEM. (C) BY WAY OF SPECIFIC CHARGE ALL BOOK DEBTS AND OTHER DEBTS NOW AND FROM TIME TO TIME DUE OR OWNING TO THE BORROWER. (D) BY WAY OF SPECIFIC CHARGE THE GOODWILL AND BENEFIT OF ANY LICENCES HELD BY THE BORROWER. (E) BY WAY OF FLOATING CHARGE ITS UNDERTAKING AND ALL ITS PROPERTY ASSETS AND RIGHTS WHATSOEVER AND WHERESOEVER PRESENT AND/OR FUTURE INCLUDING THOSE FOR THE TIME BEING CHARGED BY WAY OF SPECIFIC CHARGE UNDER CLAUSES 3(A) TO 3(D) ABOVE IF AND TO THE EXTENT THAT SUCH CHARGES SHALL FAIL AS SPECIFIC CHARGES BUT WITHOUT PREJUDICE TO ANY SUCH SPECIFIC CHARGES AS SHALL CONTINUE TO BE EFFECTIVE. PARAGRAPH 14 OF SCHEDULE B1 TO THE INSOLVENCY ACT 1986 SHALL APPLY TO ANY FLOATING CHARGE CREATED OR PURSUANT TO THIS DEED.**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

### **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 INSTRUMENT.**

Certified by: **PRIYA LAKHANI**



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

Company number: 831123

Charge code: 0083 1123 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2024 and created by ZAMBRA INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2024 .

Given at Companies House, Cardiff on 17th February 2024

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**

## **MORTGAGE DEBENTURE**

DATED 1 FEBRUARY 2024

ZAMBRA INVESTMENTS LIMITED

(1)

and

YORKSHIRE BUILDING SOCIETY

(2)

**THIS MORTGAGE DEBENTURE** is made the day of 1 February 2024

**BETWEEN** ZAMBRA INVESTMENTS LIMITED

(Registered Number 00831123 ) whose registered office is at New Burlington House, 1075 Finchley Road, London, NW11 0PU

(The "Borrower") of one part and **YORKSHIRE BUILDING SOCIETY** whose principal office is at Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ (the "Society") of the other part

**NOW THIS DEED WITNESSETH** as follows:

1. This Deed incorporates the Society's Commercial Offer and Loan Conditions 2019 and Commercial Mortgage Conditions 2019 (as such Conditions are set out in the Offer and Mortgage Conditions Booklet) (the "Conditions") as if were the same set out in full and if and so long as the Borrower is a member of the Society the Rules of the Society save to the extent that the same are varied by this Deed. The Borrower acknowledges receipt of copies of the Conditions and the Rules.
2. The Borrower will pay and discharge to the Society on demand all monies and liabilities whether certain or contingent which now are or at any time in the future indemnity basis (the 'Secured Liabilities'), may be due owing or incurred by the Borrower to the Society on any account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with all outstanding interest (and Default Interest from the date of the demand) to the date of payment and any legal and other costs charges and expenses incurred by the Society in relation to this Deed or in enforcing the security created by it on a full and unqualified indemnity basis (the 'Secured Liabilities').
3. As continuing security for the payment or discharge on demand of the Secured Liabilities, the Borrower charges with full title guarantee:
  - (a) by way of specific equitable charge all estates or interests in any freehold and leasehold property now and at any time during the continuance of this security belonging to or charged to the Borrower and/or the proceeds of sale thereof together with all buildings fixtures (including trade fixtures) and fixed plant and machinery at any time thereon.
  - (b) by way of specific charge all stocks, shares and/or other securities now and at any time during the continuance of this security belonging to the Borrower in any of its subsidiary companies or any other company and all dividends and other rights in relation to them.
  - (c) by way of specific charge all book debts and other debts now and from time to time due or owing to the Borrower.
  - (d) by way of specific charge the goodwill and benefit of any Licences held by the Borrower.
  - (e) by way of floating charge its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of specific charge under Clauses 3 (a) to 3 (d) above if and to the extent that such charges shall fail as specific charges but without prejudice to any such specific charges as shall continue to be effective. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by or pursuant to this Deed.
- 4.1 The Borrower shall not without the prior consent in writing of the Society
  - 4.1.1 create or permit to exist any mortgage debenture charge pledge lien or other Security interest (whether express or arising by operation of law) on or affecting any part of the property charged by this Deed (the 'Charged Property') or
  - 4.1.2 sell or otherwise dispose of any of the assets the subject of the same contrary to the provisions of Clauses 4.2 and 5.5 hereof

- 4.2 The Borrower covenants with the Society that during the continuance of the Security created by this Deed the Borrower shall not save with the prior consent of the Society sell, transfer or otherwise dispose of the whole or any part of its undertaking property or assets charged to the Society under Clauses 3 (a) to 3 (d) inclusive of this Deed.
- 5.1 The Borrower further covenants with the Society at all times during the continuance of the security created by this Deed to observe and perform the obligations contained in Clauses 5.2 – 5.5 inclusive.
- 5.2 To carry on and conduct its business in a proper and efficient manner and not to make any substantial alteration in the nature of that business or to carry on any other business without the prior consent in writing of the Society.
- 5.3 To permit the Society at all reasonable times after not less than three days' notice given by the Society to have access to and inspect all the books of the Borrower's business.
- 5.4 To give to the Society or to such person as it shall from time to time in writing appoint for that purpose such information as it or he shall reasonably require as to all matters relating to the property undertaking and assets charged by this Deed and the affairs and business of the Borrower and its subsidiaries including in particular (but without prejudice to the generality of the foregoing) notices of all general meetings and within eight days of any such general meeting a certified fair copy of the full minutes of any such meeting.
- 5.5 Except in the ordinary course of business not to sell transfer or otherwise dispose of or in any way cease to exercise direct control over (whether by one transaction or separate transactions and whether at any one time or over a period of time) the whole of any part of its undertaking business or assets charged to the Society under Clause 3 (e) of this Deed (the "Floating Charge Assets").
- 6.1 Without prejudice to the Security created by this Deed the Society may at any time (either before or after demand has been made by the Society for payment and discharge of any Secured Liabilities) by notice in writing to the Borrower convert the Floating Charge created by Clause 3 (e) of this Deed with immediate effect into a fixed charge in respect of any Floating Charge Assets specified in the notice which the Society shall consider to be in danger of being seized or sold under any form of distress execution levied or threatened to be otherwise in jeopardy and may in accordance with Clause 7 of this Deed appoint a Receiver in respect of any such assets
- 6.2 If:
- (a) the Borrower creates or attempts to create any security over any of its Floating Charge Assets;
  - (b) an person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
  - (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Borrower,
- The floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in Clause 6.2(c), over all of the Floating Charge Assets.
- 7.1 At any time after the Society shall have demanded payment or discharge of any Secured Liabilities or after an Event of Default shall have occurred pursuant to the Conditions, the security created by and under this Deed is immediately enforceable.
- 7.2 The Society may, at its absolute discretion, at any time after the security created by or under this Deed is enforceable:
- (a) enforce all or any part of the security created by or under this Deed in any manner it sees fit;
  - (b) appoint a Receiver (as defined in the Conditions);
  - (c) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed or the Conditions, whether or not it has taken possession or appointed a Receiver to any of the assets the subject of the security under this Deed;

- (d) appoint an administrator in respect of the Borrower and take any steps to do so;
- (e) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed); or
- (f) if permitted by law, appoint an administrative receiver in respect of the Borrower.

7.3 In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver appointed under this Deed has:

- (a) has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986; and
- (b) is entitled to exercise, all of the rights, powers and discretions set out in Condition 26 of the Conditions.

7.4 In the event of the Borrower becoming subject to a voluntary arrangement or a compromise or arrangement agreed under section 899 of the Companies Act 2006 the Borrower shall use its reasonable endeavours to disapply the provisions of section 176A(2) of the Insolvency Act 1986 regarding such voluntary arrangement or compromise or agreement unless the Borrower has the prior written consent of the Society in that regard.

8. The Society shall not incur any liability in respect of any contracts, engagements, acts, omissions, defaults or losses of the Receiver or for liabilities incurred by him or for any misconduct by him or for his remuneration (either to the Borrower or to any other person whatsoever) by reason of its making his appointments as the Receiver or of its having made or given any regulation or direction to the Receiver for any other reason whatsoever.

9. Powers conferred on mortgagees or receivers by the Law Property Act 1925 shall apply to this security except insofar as they are expressly or impliedly excluded and in the case of conflict the terms of this security shall prevail.

10. The Borrower shall execute and do all such assurances acts and things as the Society may reasonably require for perfecting or protecting the security created by this Deed over the property charged under this Deed or any part of it or for facilitating the realisation of such property and shall in particular execute all mortgages charges, transfers, conveyances assignments and assurances of such property whether to the Society or its nominee and give all notices orders and directions which the Society may think expedient.

- 11.
- (a) The security created by this Deed is in addition to any other security or securities which the Society may now or may from time to time hold or take from the Borrower.
  - (b) The restriction on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this Deed or any further or other security entered into pursuant to this Deed.
  - (c) Nothing contained in this Deed shall operate so as to merge or otherwise prejudice or affect any guarantee mortgage or other security or any contractual or other right which the Society may at any time have for any money or liabilities or other sums owing or incurred by the Borrower to the Society or any right or remedy of the Society under its security and any receipt release or discharge of the security provided by or any liability arising under this Deed shall not release or discharge the Borrower from any liability to the Society for the same or any other monies which may exist independently of this Deed.
  - (d) Where the security given in this Deed to the Society initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of or under the principal security to which this Deed operates as a collateral or further security the security provided by this Deed shall in respect of any monies or liabilities or other sums which were originally intended to be secured be an independent security for any such monies or liabilities or other sums.
  - (e) This security shall be a continuing security to the Society for all debts, liabilities and obligations from time to time of the Borrower to the Society and shall not be considered as satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the debts or liabilities or obligations secured by this Deed.

12. No person dealing with the Society or with the Receiver of the property charged under this Deed or any part of it appointed by the Society shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to this Deed in relation to such a property or any part of it are or may be exercisable by the Society or by the Receiver or otherwise as to the propriety or regularity of acts purporting or intending to be an exercise of any such powers and all the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Society or the Receiver in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the property charged under this Deed had not been varied or extended by these presents.
13. In exercise of the powers confirmed by this Deed the Society or the Receiver may sever and sell plant machinery or other fixtures separately from the property to which they may be annexed.
14. The Borrower irrevocably appoints each of the Society and any person nominated in writing under the hand of any officer or employee of the Society including the Receiver appointed under this Deed as an attorney of the Borrower with full power in substitution for the Borrower and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed proper for any other purposes of this Deed.
- 15.1 If the Borrower shall make default in the observance and performance of any of the covenants or obligations contained in this Deed it shall be lawful for (but not obligatory upon) the Society or any such Receiver as aforesaid or any other agent or sub-agent of the Society to enter onto any part of the property without becoming liable as mortgagee in possession and/or carry out all such remedial acts as the Society shall in its absolute discretion think fit and any monies expended by the Society or any such Receiver or any other such agent or sub-agent by virtue of the powers contained in this Clause 15.1;
- (a) be deemed to be expenditure properly incurred for the protection of the security created by this Deed
  - (b) until repayment by the Borrower form part of the Borrowings and be a charge on the property charged by this Deed and
  - (c) be repayable by the Borrower with interest on it as provided in this Deed.
- 15.2 The Society shall not be liable for any involuntary losses that may occur in the exercise of any of the rights liberties and powers contained in this Deed.
- 15.3 The Society shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Borrower by the Society or on which the Borrower shall or may be liable as drawer, acceptor, maker, endorser or otherwise to any parties to it or liable for any such as the Society shall in its absolute discretion think fit without in any manner releasing the Borrower or affecting the security made under this Deed.
- 15.4 At any time after the Society has become entitled to enforce the security contained in this Deed the Society may as agent of the Borrower and at the Borrower's expense remove store sell or otherwise deal with in such matter as the Society may determine any furniture equipment or goods of the Borrower or of any other person which the Borrower shall have refused or omitted to remove or cause to be removed from the property charged by this Deed and the Borrower will keep the Society indemnified against all costs and demands whatsoever in respect of the removal, storage, sale or other dealing with such furniture equipment or goods as aforesaid.
- 15.5 For all purposes of this security the amount for the time being of the Borrowings shall be conclusively proved (save in the event of manifest error) by a copy signed by an officer of the Society of the relevant account contained in the books of the Society or of such account for the preceding six months if the account shall have extended beyond that period.
- 15.6 Nothing contained in this Deed shall preclude the Society from enforcing or having recourse to all or any remedies or means for recovering payment of the Borrowings which may be available for such purpose at such time and in such order and manner as it may think fit.
- 15.7 The Society may at all times without discharging or in any way affecting its rights under this Deed;
- (a) vary or increase any credit to the Borrower

- (b) deal with exchange release modify or abstain from perfecting or enforcing any securities or other guarantees or rights which it may now or in the future have from or against the Borrower or any other person.
  - (c) compound with the Borrower or with any person or guarantor
- 15.8 The security created by this Deed is in addition to any other guarantee security remedy or lien for the Borrower now or in the future held from the Borrower or otherwise.
- 15.9 The Borrower certifies and covenants with the Society that none of the terms of this Deed and the charge created by it and no act or other deed contemplated in this Deed are or will be in contravention of its Memorandum and Articles of Association and that the usual place of abode of the Borrower is within the United Kingdom.
- 15.10 No assurance security or payment which may be avoided under any law relating to bankruptcy or insolvency or under Section 238, Section 239 or Section 245 of the Insolvency Act 1986 and no release settlement or discharge given or made by the Society on the face of any such assurance security or payment shall prejudice or affect the right of the Society to enforce the security created by this Deed in respect of the full extent of the monies secured by this Deed. It is further agreed that the Society shall be at liberty (if in its reasonable discretion it considers that any assurance security or payment may be avoided as mentioned earlier in this Deed) to retain the security so created as security for the Borrowings for a period of seven months after the Borrowings shall have been paid in full notwithstanding any release settlement discharge or arrangement given or made by the Society on or as a consequence of such termination of liability and if at any time within the period of six months after such termination a petition shall be presented to a competent court for an order for the winding-up of the Borrower or the Borrower shall commence to be wound-up voluntarily the Society shall be at liberty notwithstanding as aforementioned to continue to retain such security or any part of it during such further period as the Society in its absolute discretion shall determine and the Borrower agrees that such security shall be deemed to have been and to have remained held by the Society as and by way of security for the payment of the Borrowings.
- 15.11 This Deed shall be construed and take effect according to the laws of England and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.
- 16. The Society shall have in addition to any general lien or similar right (if any) to which it may be entitled by law the right at any time or times and without notice to the Borrower (as well before as after any demand under this Deed or otherwise) to combine or consolidate all or any of the then existing accounts of the Borrower and set-off or transfer any sum or sums standing to the credit of any one or more of such accounts (whether subject to notice or restriction on availability or not) in or towards satisfaction of any other account of the Borrower with the Society.
- 17.
  - (a) Nothing contained in this Deed shall operate so as to merge or otherwise prejudice or affect any guarantee mortgage or other security or any contractual or other right which the Society may at any time have for any monies or liabilities or other sums due owing or incurred by the Borrower or any right of the Society under any of such security and any receipt release or discharge of the security provided by or of any liability arising under this Deed shall not release or discharge the Borrower from any liability of the Society for the same or any other moneys which may exist independently of this Deed.
  - (b) The Society may apply allocate or appropriate the whole or any part of any payment made by the Borrower under this Deed and any moneys received by the Society from any Receiver or Receivers appointed by the Society under this Deed or the proceeds of realisation of any part of the charged property to such part or parts of the liabilities of the Borrower to such account as the Society may in its sole discretion think fit.
- 18. Each of the provisions in this Deed shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired by such invalidity illegality or enforceability
- 19. The Society may transfer all or any of its rights under this Deed in accordance with Condition 29 of the Conditions.

**EXECUTED**

as a Deed by affixing the seal of

\_\_\_\_\_)

**in the presence of:** \_\_\_\_\_)

Director: \_\_\_\_\_

Secretary: \_\_\_\_\_

**SIGNED** as a Deed by \_\_\_\_\_

**ZAMBRA INVESTMENTS LIMITED**

acting by  
Director (signature) \_\_\_\_\_

Print name RIVNA GROSS

**in the presence of:**

Witness (signature) \_\_\_\_\_

Print name Samuel Joseph Chontow

Address  
(BLOCK CAPITALS) \_\_\_\_\_

**SIGNED** as a Deed by \_\_\_\_\_

**ZAMBRA INVESTMENTS LIMITED**

acting by 2 Officers

Director 1 (signature) \_\_\_\_\_

Print name \_\_\_\_\_

Director 2/Secretary  
(signature) \_\_\_\_\_

Print name \_\_\_\_\_