

MR01

Particulars of a charge

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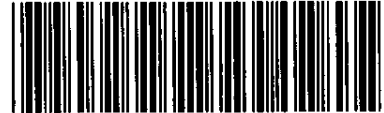


Go online to file this information
www.gov.uk/companieshouse

A fee is be payable
Please see 'How to pay'

✓ **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 which is not
instrument. Use form



LD4 *L777A8DK* #102
01/06/2018
COMPANIES HOUSE

ase

ise

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 0 5 7 5 7 5 7 4

Company name in full Ralph & Russo Limited

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 d1 m0 m5 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 / Candy Ventures Sarl

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

Fixed charge over all land owned by the chargor and over all land which the chargor acquires in the future, fixed charge over all plant and machinery of the chargor (present and future), fixed charge over all intellectual property of the charger (present and future); for more details please refer to the instrument.

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.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ 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.

☒ Yes

☐ 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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X  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 Philip Lamb

Company name Bircham Dyson Bell LLP

Address 50 Broadway

Post town

County/Region London

Postcode S W 1 H O B L

Country

DX 2317 Victoria

Telephone



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: 5757574

Charge code: 0575 7574 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th May 2018 and created by RALPH & RUSSO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2018.

Dx

Given at Companies House, Cardiff on 7th June 2018



Companies House



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

DATED 11 May 2018

(1) RALPH & RUSSO LIMITED

and

(2) CANDY VENTURES S.À R.L.

DEBENTURE

We certify that this is a true copy of the original
Name: P.R. Venable Date: 1.6.18
BIRCHAM DYSON BELL LLP
Solicitors
50 Broadway
London
SW1H 0BL

THIS DEBENTURE is made the 11th day of May 2018

BETWEEN:

- (1) **RALPH & RUSSO LIMITED** (incorporated and registered in England and Wales with company number 05757574) the registered office of which is at 40 Park Street, London W1X 2JG ("the **Borrower**"); and
- (2) **CANDY VENTURES S.À R.L.** (incorporated in Luxembourg under company number B192580) the registered office of which is at 5 rue Heienhaff, L-1736 Senningerberg, Luxembourg (the "**Lender**").

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

1.1 In this Deed, unless the context requires otherwise:

Administrator	means an administrator appointed under the Insolvency Act 1986;
Borrower Obligations	means all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Instrument or this deed, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;
Charged Assets	means the undertaking, property, rights and assets charged under clause 2 below;
Default Rate	means 5% per year over the base rate of the Bank of England from time to time;
Event of Default	has the meaning given to that expression in the Instrument,
Excluded Assets	means any asset of the Borrower (including, without limitation, any lease, licence or other contractual right) where the terms of a relevant agreement are such that the Borrower is not permitted (either absolutely, conditionally (including mandatory payment of any fee) or without the consent of the relevant third party) to mortgage, charge or assign its interest in such asset.
Instrument	means the loan note instrument dated on or around the date of this Deed constituting the Notes;
Material Intellectual Property Rights	means all intellectual property rights which are necessary for or material to the conduct of the Borrower's business, including (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names;
Material Real Property	means all estates and interests in freehold or leasehold (other than leases granted at a rack rent or which have an unexpired term of 25 years or less on the date of this Deed or the date of its acquisition by the Borrower, as applicable) property situated

- in England and Wales and which has a value of £50,000 or more.
- Notes** means the £10,000,000 nominal value 13.50 per cent convertible secured loan notes 2018 to be constituted by the Borrower pursuant to the Instrument and subscribed for by the Lender;
- Receiver** has the meaning given to it in clause 11 below and shall include any substituted receiver(s) and manager(s);
- Securities** means the property referred to in clause 2.1.3 below.
- 1.2 Terms defined in the Companies Act 2006 (as appropriate) have the same meanings in this Deed.
- 1.3 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time amended extended or re-enacted or consolidated; and all statutory instruments or orders made pursuant to it.
- 1.4 Words denoting the singular shall include the plural and vice versa.
- 1.5 Words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa.
- 1.6 Clause headings do not form part of this Deed are for convenience only and shall not be taken into account in its construction or interpretation.
- 2. Charge**
- 2.1 Subject to clause 4 below, the Borrower covenants to discharge the Borrower's Obligations and as a continuing security for such discharge and with full title guarantee (subject to any security permitted to subsist over such assets under the terms of the Instrument and any security created by law in the ordinary course of business) charges to the Lender:
- 2.1.1 by way of legal mortgage all the Material Real Property now vested in or charged to the Borrower;
- 2.1.2 by way of fixed charge all the Material Real Property now and in the future vested in or charged to the Borrower except the property charged by clause 2.1.1;
- 2.1.3 all stocks, shares, bonds and securities of any kind whether marketable or otherwise and all other interests including (but not limited to) loan capital held or owned by the Borrower both present and future in any company, firm, consortium or entity including all allotments, accretions, offices, rights, benefits and advantages at any time accruing offered or arising in respect of or incidental to such stocks, shares, bonds and securities and all stocks, shares, rights, money or property accruing to them or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of them (the '**Securities**');
- 2.1.4 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Borrower;
- 2.1.5 by way of fixed charge all plant and machinery of the Borrower present and future and all associated warranties and maintenance contracts;
- 2.1.6 by way of fixed charge all rents receivable from any lease granted out of any freehold or leasehold property of the Borrower;

- 2.1.7 by way of fixed charge all the goodwill of the Borrower present and future;
- 2.1.8 by way of fixed charge all the uncalled capital of the Borrower present and future;
- 2.1.9 by way of fixed charge all Material Intellectual Property Rights of the Borrower present and future;
- 2.1.10 by way of floating charge all the undertaking and all property assets (including for the avoidance of doubt all book debts and other debts now and from time to time due or owing to the Borrower) and rights of the Borrower present and future not subject to a fixed charge under this Deed or any other security present or future held by the Lender.

3. Assignment

- 3.1 Subject to clause 4 below, the Borrower assigns and agrees to assign absolutely, to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, the proceeds of any material insurance policies relating to the Charged Assets (excluding any policies in respect of third party liability or public liability and directors and officers insurance).
- 3.2 Notwithstanding the other terms of this clause, prior to the security becoming enforceable pursuant to the terms of this Deed, the Borrower may continue to exercise all and any of its rights under and in connection with its insurance policies.

4. Excluded Assets

- 4.1 Notwithstanding any other provision of this Deed to the contrary, the security created by this Deed shall not extend to any Excluded Assets, *provided that*, where such asset is an Excluded Asset due to a third party consent right, on the request of the Lender, the Borrower undertakes to make an application within five business days for the consent of the relevant third party to the creation of the security and use reasonable endeavours to obtain such consent as soon as reasonably practicable and shall keep the Lender informed of the progress of its negotiations (*provided that* such obligation to use reasonable endeavours to obtain such consent shall expire by the date falling one month after the date on which consent was first requested).
- 4.2 Immediately upon receipt of any consent sought pursuant to clause 4.1 above, the relevant Excluded Asset shall stand mortgaged, charged or assigned (as applicable) to the Lender pursuant to clause 2 above.

5. Restrictions

- 5.1 Unless permitted under the terms of the Instrument, the Borrower covenants that it will not (without the prior consent in writing of the Lender) create or attempt to create or permit to subsist any mortgage debenture charge or pledge or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect all or any part of the Charged Assets.
- 5.2 Notwithstanding anything contained in this Deed, if the Borrower charges, pledges or otherwise encumbers any of the Charge Assets contrary to clause 5.1 above, or attempts to do so without the prior consent in writing of the Lender (unless permitted under the terms of the Instrument), or if any creditor or other person attempts to bring any distress, execution, sequestration or other process against any of the Charged Assets (which is not discharged within five business days), the floating charge created by this Deed over the Charged Assets shall automatically without notice operate as a fixed charge instantly on such event occurring.

6. Registration at the Land Registry

- 6.1 The Borrower hereby applies to the Registrar for a restriction to be entered on the register of title of all Material Real Property now or in the future owned by the Borrower in standard form P in Schedule 4 of the Land Registration Rules 2003, namely:

'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being dated (*date*) in favour of (*chargee under this debenture*) referred to in the charges register (or) his conveyancer or, if appropriate, signed on such proprietor's behalf by its conveyancer'.

7. Enforcement of Security

- 7.1 The security constituted by this deed shall become immediately enforceable if the Notes are declared immediately due and payable while an Event of Default is continuing (an "**Enforcement Event**").
- 7.2 After the occurrence of an Enforcement Event, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

8. Covenants by the Borrower

- 6.1 The Borrower covenants with the Lender that during the continuance of this security the Borrower will at all times and as soon as reasonably practicable following the occurrence of an Event of Default which is continuing:

- 8.1.1 notify the Lender by email and confirm in writing of the occurrence of such event which constitutes an Event of Default;
- 8.1.2 conduct and carry on its business in a proper efficient and business-like manner;
- 8.1.3 at its own expense maintain such insurance policies containing provisions for the protection of the Borrower's business as are normally maintained by prudent companies carrying on similar businesses and duly pay all premiums and other money necessary for effecting and keeping up such insurances;
- 8.1.4 indemnify the Lender and any Receiver against all existing and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings (whether imposed by agreement, statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this Deed payable in respect of all or any of the Charged Assets where any such sums shall be paid by the Lender or by any Receiver following enforcement of the security constituted by this Deed.

9. Further security

- 9.1 The Borrower shall on request by the Lender at any time after the occurrence of an Event of Default which is continuing execute such legal or other mortgages or assignments in favour of the Lender as the Lender shall from time to time reasonably require over all or any of the Charged Assets both present and future to secure all money, obligations and liabilities covenanted under this Deed to be paid or otherwise secured by this Deed, such mortgages, charges or assignments to be prepared by or on behalf of the Lender at the cost of the Borrower, and to contain an immediate power of sale without notice, a clause excluding the Law of Property Act 1925 Section 93 and the restrictions contained in Section 103 of that Act and such other clauses for the benefit of the Lender as the Lender may reasonably require.

10. Powers of the Lender

- 10.1 At any time after the occurrence of an Enforcement Event or if requested by the Borrower the Lender may exercise without further notice (and without the restrictions contained in the Law of Property Act 1925 Section 103) and whether or not it shall have appointed a Receiver all the powers conferred on mortgagees by that Act as varied or extended by this Deed and all the powers and discretions conferred by this Deed either expressly or by reference to a Receiver appointed under this Deed.
- 10.2 The statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Lender shall consider expedient and without the need to observe any of the provisions of the Law of Property Act 1925 Sections 99 and 100.
- 10.3 All money received by the Lender or by any Receiver in the exercise of any powers conferred by this Deed shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the claims of the Lender, in or towards satisfaction of such of the obligations and liabilities secured by this Deed and in such order as the Lender in its absolute discretion may from time to time conclusively determine (save that the Lender may credit the money to a suspense account for so long and in such manner as the Lender may from time to time determine, provided that at such time as it holds sufficient money to discharge the Borrower Obligations it shall promptly apply such monies in satisfaction thereof). The Receiver may retain any amount for such period as he considers expedient before so applying it.
- 10.4 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or a Receiver to exercise any of the powers conferred by this Deed has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 10.5 The Borrower covenants with the Lender on demand to pay all costs, charges and expenses incurred by the Lender which it or he shall properly and reasonably incur in or about the enforcement of this security.

11. Administrators and Receivers

- 11.1 Subject as provided below, if,
- 11.1.1 an Enforcement Event has occurred; or
- 11.1.2 the Borrower so requests in writing at any time and at any time thereafter,
- the Lender may appoint any one or more persons to be a receiver of all or any part of the Charged Assets ('Receiver'), and/or may appoint any one or more persons to be administrators of the Borrower under paragraph 14 of Schedule B1 to the Insolvency Act 1986. So far as allowed by law, any restrictions on the right of a mortgagee to appoint a receiver shall not apply to this Deed
- 11.2 Any appointment under clause 11.1.2 above may be by deed, under seal or in writing under the hand of any officer or trustee of the Lender.
- 11.3 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986 except with the leave of the court.
- 11.4 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) of the Borrower if the Lender is prohibited from so doing by Section 72A of that Act.
- 11.5 The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks

- fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- 11.6 The Lender may (acting reasonably) fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Law of Property Act 1925) will not apply.
- 11.7 A Receiver will be deemed to be the agent of the Borrower for all purposes. The Borrower is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- 11.8 The Lender will not incur any liability to the Borrower by reason of the appointment of a Receiver or administrator.
- 11.9 A Receiver has all the rights, powers and discretions set out below in this clause in addition to those conferred on it by any law. Any Receiver shall have the powers set out in Schedule 1 to the Insolvency Act 1986 (limited, in the case of a receiver who is not an administrative receiver, to the exercise of such powers in connection with the Charged Assets over which he is appointed, or for the purpose of dealing with such Charged Assets).
- 11.10 If there is more than one Receiver holding office at the same time, they may act separately or jointly at their discretion, subject to any requirements set out in the documents appointing them.
- 11.11 Fixtures may be severed and sold separately from the property containing them without the consent of the Borrower.
- 11.12 A Receiver may let any Charged Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).
- 11.13 A Receiver may delegate his powers to any person.
- 11.14 A Receiver may lend money or advance credit to any person having dealings with him or the Borrower.
- 11.15 A Receiver, in each case as he thinks fit, may:
- 11.15.1 effect any repair or insurance and do any other act which the Borrower might do in the ordinary conduct of its business to protect or improve any Charged Asset;
- 11.15.2 commence and/or complete any building operation; and
- 11.15.3 apply for and maintain any planning permission, building regulation approval or any other authorisation,

12. Power of attorney

- 12.1 Subject to 12.2 below, the Borrower by way of security irrevocably appoints the Lender and separately any Receiver jointly and severally to be its attorney, in its name and on its behalf and as its act and deed or otherwise to execute and complete in favour of the Lender or its nominees or of any purchaser any documents which the attorney may require for perfecting its title to or for vesting the Charged Assets, both present and future, in the Lender or its nominees or in any purchaser, and to do all such acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed, or which may be deemed expedient by the attorney on or in connection with any sale, lease, disposition, realisation or getting in by the Lender or any such Receiver of all or any part of the Charged Assets, or in connection with any other exercise of any power under this Deed. The Borrower covenants with the Lender and separately with any Receiver that on request it will

ratify and confirm all security, agreements, documents, acts and things and all transactions entered into by the Lender or such Receiver in the exercise of its or his powers, and the Borrower irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Lender and any such Receiver by the Borrower.

- 12.2 The Lender and any Receiver may only exercise the power of attorney granted pursuant to clause 12.1 following:

12.2.1 the occurrence of an Enforcement Event; or

12.2.2 the failure by the Borrower to comply with any undertaking or obligation under this Deed within five Business Days of being notified of that failure by the Lender.

13. Miscellaneous

- 11.1 No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

- 13.1 Each of the provisions of this Deed is severable and distinct from the others and if at any time 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.

- 13.2 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

- 13.3 Any demand for payment, and any other notice to be given by the Lender under this Deed, shall be in writing and signed by the Lender, and may be made or given at any place of business of the Borrower or at its registered office:

13.3.1 by delivering it to any such place; or

13.3.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00 am on the second business day after posting, and proof of posting shall be proof of delivery); or

13.3.3 by sending it by fax to any of the Borrower's fax numbers (in which case it shall be deemed received when sent, unless sent on a day other than a business day or after 5pm on a business day, in which case it shall be deemed received at 10.00am on the next business day, and proof of sending shall be proof of receipt).

- 13.4 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select.

- 13.5 References to the "Charged Asset" include any part of it.

- 13.6 References to freehold and leasehold property include all covenants and rights affecting or concerning the same.

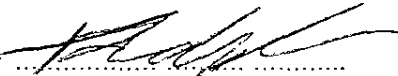
- 13.7 References to a 'business day' are to a day other than a Saturday, Sunday or public holiday in England when the banks in London are open for business.

- 13.8 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS WHEREOF this document is executed as a deed and is delivered on the date stated above.

EXECUTED as a DEED
on behalf of
RALPH & RUSSO LIMITED
acting by

TAMARA RALPH

Director 

In the presence of

Name..FAZAAN.....MUGHAL

Address 74 MARCONI ROAD

LONDON

E10 9JD

Signature 

EXECUTED as a DEED by
CANDY VENTURES S.À R.L. acting by
Steven Smith, a director
and Jimmy Tong Sam, a director

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Director

.....
Director

IN WITNESS WHEREOF this document is executed as a deed and is delivered on the date stated above.

EXECUTED as a DEED
on behalf of
RALPH & RUSSO LIMITED
acting by

Director

In the presence of

Name.

Address.

.....

.....

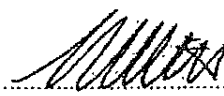
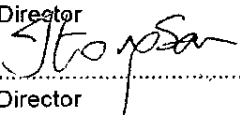
Signature.....

EXECUTED as a DEED by
CANDY VENTURES S.À R.L. acting by
Steven Smith, a director
and Jimmy Tong Sam, a director

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)
)
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Director

Director

 - SM SMITH
 Jimmy Tong Sam