



Registration of a Charge

Company name: **GRAMIC LIMITED**

Company number: **11295407**

Received for Electronic Filing: **03/04/2020**



X9272001

Details of Charge

Date of creation: **31/03/2020**

Charge code: **1129 5407 0002**

Persons entitled: **HERITAGE SQUARE LIMITED**

Brief description: **143 LOWTHER ROAD, BOURNEMOUTH BH8 8NP; 5 BANKS CROFT, HEYWOOD OL10 2NG; 100 GOODYERS END LANE, BEDWORTH CV12 0HT; 82 BARTON LODGE ROAD, HALL GREEN, BIRMINGHAM B28 0RJ; 71 WYCHALL LANE, BIRMINGHAM B38 8TB; FRONT OF 71 WYCHALL LANE, KINGS NORTON; 54 PHILIP VICTOR ROAD, HANDSWORTH B20 2QD; 625 ROCHDALE OLD ROAD, BURY BL9 7TL.**

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:

DAC BEACHCROFT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11295407

Charge code: 1129 5407 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2020 and created by GRAMIC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2020 .

Given at Companies House, Cardiff on 6th April 2020

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



Companies House



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

Legal Mortgage

THIS DEED is dated 31 MARCH 2020 between:

- (1) **GRAMIC LIMITED**, a company incorporated in England and Wales whose registered office is at Cassini House, 57 St. James's Street, London, England, SW1A 1LD with company number 11295407 (the "**Chargor**"); and
- (2) **HERITAGE SQUARE LIMITED** a company incorporated in England and Wales whose registered office is at Elder House St Georges Business Park, Brooklands Road, Weybridge, Surrey, United Kingdom, KT13 0TS with company number 08364250 (the "**Lender**").

IT IS AGREED as follows:

1 DEFINITIONS

In this Deed:

Debenture means the debenture dated 25 April 2018 granted by the Chargor in favour of the Lender;

Mortgaged Property means any freehold, leasehold or immovable property specified in the Schedule to this Deed (*Mortgaged Property*); and

Security means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

2 CONSTRUCTION

2.1 Unless defined in this Deed, a term defined in the Debenture has the same meaning in this Deed and in any notice given under or in connection with this Deed.

2.2 The provisions of clauses 2.1 to 2.12 (inclusive), clause 5, and clauses 16 to 39 (inclusive) of the Debenture are incorporated into this Deed as if set out in this Deed in full (with the necessary modifications) except that references in those clauses to the Debenture shall be construed as references to this Deed and all references in those clauses to Security Assets shall be construed as references to the Mortgaged Property.

3 UNDERTAKING TO PAY

The Chargor covenants with the Lender, on demand, to pay, discharge and satisfy all the Secured Liabilities when due and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to

pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

4 SECURITY

4.1 All Security created under this Deed:

4.1.1 is created in favour of the Lender;

4.1.2 is a continuing security for the payment, discharge and performance of all the Secured Liabilities; and

4.1.3 is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4.2 Subject to Clause 29 (*Release of Security*) of the Debenture, the Security constituted by this Deed shall remain in full force and effect as continuing security for the Secured Liabilities until the Discharge Date and shall not be released before then by any settlement of account, intermediate payment, discharge or satisfaction of all or any of the Secured Liabilities or for any other reason.

4.3 The Chargor charges by way of first legal mortgage all estates and interests in each Mortgaged Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use a Mortgaged Property.

5 APPLICATION TO THE LAND REGISTRY

The Chargor consents to an application being made to the Land Registry to enter the following restriction on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Heritage Square Limited referred to in the charges register or their conveyancer".

6 FURTHER ADVANCES

6.1 For the purposes of section 94(1)(c) of the LPA and section 49(3) of the Land Registration Act 2002, the Lender confirms on behalf of the Secured Parties that the Secured Parties will comply with their obligations to make further advances under the Facility Agreement subject to the terms of the Finance Documents (including any obligation to make further advances available).

6.2 The Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the charges register of any registered land forming part of the Mortgaged Property.

7 MISCELLANEOUS

7.1 Third party rights

7.1.1 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

7.1.2 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 7.1.1 above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

7.2 Finance Document

This Deed is designated as a Finance Document.

8 GOVERNING LAW AND JURISDICTION

8.1 Governing law

This Deed and any non-contractual obligation arising out of or in connection with it are governed by English law.

8.2 Jurisdiction of English courts

8.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

8.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

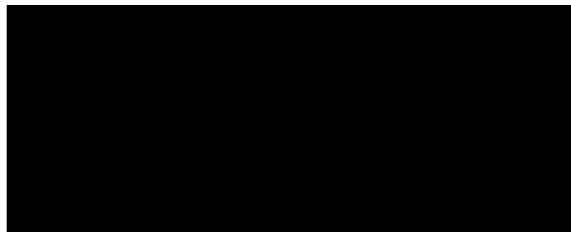
8.2.3 Notwithstanding Clause 8.2.1 above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed by the Chargor and is signed for and on behalf of the Lender and is delivered and takes effect on the date stated at the beginning of this Deed.

EXECUTION PAGES

CHARGOR

EXECUTED as a DEED by GRAMIC)
LIMITED acting by a director)



In the presence of:

Director



Name of witness: ADINA WIEDER

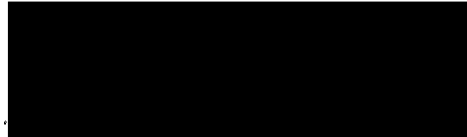
Address of witness: 346/26 SHAULZON, JERUSALEM

Occupation of witness: DATA ANALYST

LENDER

EXECUTED as a DEED by HERITAGE)
SQUARE LIMITED as Lender acting by a)
director

MICHAEL POSEN



in the presence of:

Director



Name of witness:

Mrs Ingrid Posen

Address of witness:

57A Dunstan Rd NW11 8AE

Occupation of
witness:

Housewife

SCHEDULE

Mortgaged Property

County and District/London Borough	Description of Property	Title Number
Bournemouth	143 Lowther Road, Bournemouth BH8 8NP	DT260763
Greater Manchester/Rochdale	5 Banks Croft, Heywood OL10 2NG	GM808695
Warwickshire/Nuneaton and Bedworth	100 Goodyers End Lane, Bedworth CV12 0HT	WK460132
West Midlands/Birmingham	82 Barton Lodge Road, Hall Green, Birmingham B28 0RJ	WM102889
West Midlands/Birmingham	71 Wychall Lane, Birmingham B38 8TB	WK77362
West Midlands/Birmingham	Front of 71 Wychall Lane, Kings Norton	WM749577
West Midlands/Birmingham	54 Philip Victor Road, Handsworth B20 2QD	WK223999
Greater Manchester : Bury	625 Rochdale Old Road, Bury BL9 7TL	LA228243