



Registration of a Charge

Company name: **PORTLAND 3 LIMITED**

Company number: **12117639**



X8D5ZFS2

Received for Electronic Filing: **02/09/2019**

Details of Charge

Date of creation: **16/08/2019**

Charge code: **1211 7639 0002**

Persons entitled: **INVESTEC BANK PLC**

Brief description: **CONTAINS FIXED CHARGE. AT CLAUSE 4, AS SECURITY FOR THE ACCOUNT HOLDER'S OBLIGATIONS TO THE BANK, THE ACCOUNT HOLDER HEREBY CHARGES TO THE BANK BY WAY OF FIRST FIXED CHARGE ALL OF THE ACCOUNT HOLDER'S RIGHT, TITLE, BENEFIT AND INTEREST IN AND TO THE ACCOUNT AND ALL MONIES FROM TIME TO TIME IN THE ACCOUNT.**

Contains fixed charge(s).

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 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:

ALEX LOUCH, WOMBLE BOND DICKINSON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12117639

Charge code: 1211 7639 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th August 2019 and created by PORTLAND 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2019 .

Given at Companies House, Cardiff on 3rd September 2019

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: 16 August 2019

- (1) PORTLAND 3 LIMITED
- (2) INVESTEC BANK PLC

DEPOSIT ACCOUNT CHARGE
Private Banking

Execution Form

IMPORTANT NOTICE – WE RECOMMEND THAT YOU CONSULT YOUR SOLICITOR OR OTHER INDEPENDENT LEGAL ADVISER BEFORE EXECUTING THIS DOCUMENT

THIS DEPOSIT ACCOUNT CHARGE is made as a Deed on 16 August 2019

BETWEEN:

- (1) **PORTLAND 3 LIMITED** a company incorporated in England and Wales (Company Number: 12117639) whose registered office is at 17 Portland Place, London W1B 1PU ("the **Account Holder**"); and
- (2) **INVESTEC BANK PLC**, a company incorporated in England & Wales (Company Number: 00489604 whose registered office is at 2 Gresham Street, London, EC2V 7QP, United Kingdom ("the **Bank**").

1. In this Charge:

"Account" means the deposit account opened by the Account Holder with the Bank with account number 55504263 (and includes any account used in substitution for this account at any time).

"Facility Letter" means the facility letter dated on or about the date of this Charge entered into between the Chargor and the Bank and all terms and conditions expressly incorporated therein (including, without limitation, the document entitled Investec Bank plc Standard Terms and Conditions for Corporate Borrowers (Fourth Edition May 2018) which was provided to the Chargor with such facility letter) and includes any subsequent extension, renewal, amendment, variation or replacement.

2. The Account Holder agrees that this Charge will take effect as a deed even if any formal requirements to make it a deed have not been fulfilled.
3. The Account Holder undertakes to punctually pay all sums due by it under the Facility Letter and other Finance Documents to the Bank.
4. As security for the Account Holder's obligations to the Bank, the Account Holder hereby charges to the Bank by way of first fixed charge all of the Account Holder's right, title, benefit and interest in and to the Account and all monies from time to time in the Account.
5. The Account Holder may not withdraw any money from the Account except in accordance with the Facility where the Bank gives its prior written consent to do so. The Account Holder agrees that the terms and conditions of the Account are amended to reflect the restriction on withdrawals set out in this clause. This restriction will cease to apply when this Charge is released by the Bank. At that time, the terms and conditions of the Account alone will govern the Account.
6. The Account Holder may not give anyone else any rights in the Account and may not grant any charge or security interest over the Account to anyone else.
7. Without limiting the Bank's rights of set-off under common law, the Bank may set off any amounts due by the Account Holder to the Bank against amounts held in the Account or any other account held by the Account Holder with the Bank but the Bank is not obliged to do so. The Bank may break, or otherwise treat as having ended, any fixed term notice periods on any account held by the Account Holder to give effect to this. If any amounts are held or received in a different currency then the Bank may apply its spot rate of exchange in order to give effect to the set-off.

8. Following a breach by the Account Holder of any of its obligations to the Bank, the Bank may immediately treat any fixed term or notice provision relating to the Account as having ended in order to give effect to a right of set-off and the Bank is not required to compensate the Account Holder for any lost interest or other losses as a result.
9. When all amounts owing by the Account Holder to the Bank have been paid in full the Bank will release this security and until the Bank has been fully repaid, the Account Holder is not entitled to claim payment of the money in the Account from the Bank.
10. The Account Holder agrees that it is not entitled to set-off any amounts owing by it to the Bank against any amounts owing to it by the Bank.
11. The Account Holder must pay to the Bank all costs and expenses, including the full amount of the Bank's legal fees and costs, reasonably incurred by the Bank in enforcing its rights under this Charge.
12. If the Bank receives any money in connection with enforcing its rights under this Charge, the Bank can place this money in a separate account in order to enable the Bank to protect its legal rights where the Account Holder is bankrupt.
13. If the Bank releases this Charge, this will be on the condition that no payment or security given by the Account Holder is declared void, is set aside, or is refunded following an order of a court or ombudsman. If this happens, such release will be void and this Charge will be automatically reinstated.
14. The Account Holder agrees that if any clause or provision of this Charge is not enforceable for any reason then that will not affect any other clause or provision of this Charge and the remainder of this Charge will remain fully enforceable.
15. The Account Holder agrees that the Bank will not lose any of its rights under this Charge merely because it has previously failed or delayed to enforce any such right.
16. The Bank may at any time (and without notice or consent) assign or transfer its rights under this Charge to anyone else and the Bank may disclose information it holds about the Account Holder to any person to whom the Bank transfers its rights. The Account Holder may not assign or transfer its rights or obligations under this Charge to anyone else without the prior written consent of the Bank.
17. The Bank reserves all its common law rights as a secured party and nothing in this Charge shall be regarded as limiting those rights.
18. The Bank may serve any notice or demand on the Account Holder in writing at the address set out in this Charge or any other address the Bank holds for the Account Holder at any time.
19. The Account Holder may only serve notices in writing on the Bank at 2 Gresham Street, London, EC2V 7QP.
20. This Charge may be executed in any number of counterparts and by different parties in separate counterparts, each of which when executed will be deemed to be an original and all which when taken together shall constitute one and the same instrument.
21. A person who is not a party to this Charge may not enforce any of its terms under The Contracts (Rights of Third Parties) Act 1999.
22. This Charge is governed by English law.
23. The Account Holder agrees that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly it will not argue to the contrary, however,

the Account Holder agrees that the Bank shall not be prevented from taking proceedings in any other court with competent jurisdiction.

IN WITNESS WHEREOF this Charge has been executed and delivered as a Deed by the parties hereto on the date stated at the beginning of this Charge.

EXECUTION

The Account Holder

EXECUTED and DELIVERED as a DEED by
PORTLAND 3 LIMITED acting by:

.....
Director

Full Name: ANTON FRIEDLANDER

.....
Director/Secretary/Witness

Full Name: Saul Fisman

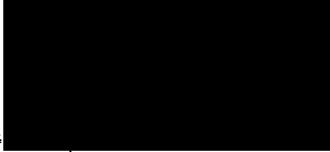
Witness only:

Address: 17 Portland Place

Occupation: Director

The Bank

**EXECUTED and DELIVERED by
INVESTEC BANK PLC**
acting by its duly appointed authorised
signatories under a power of attorney
dated 20 May 2019 as follows:



Authorised Signatory

In the presence of:



Witness:

DANA A. JEEB

Witness Name:

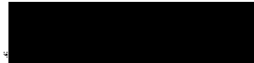
Witness Address:

Investec Bank plc
30 Gresham Street
London EC2V 7QP



Authorised Signatory

In the presence of:



Witness:

DANA A. JEEB

Witness Name:

Witness Address:

Investec Bank plc
30 Gresham Street
London EC2V 7QP

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