



**Registration of a Charge**

Company name: **DALLA TERRA HOLDINGS LTD**

Company number: **07590546**



X88H4TS8

Received for Electronic Filing: **27/06/2019**

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**Details of Charge**

Date of creation: **26/06/2019**

Charge code: **0759 0546 0002**

Persons entitled: **PAUL FIDGEN**

Brief description: **BY WAY OF FIXED CHARGE OVER ALL ESTATES OR INTERESTS IN ANY FREEHOLD OR LEASEHOLD PROPERTY OF THE COMPANY, WHETHER NOW OR IN THE FUTURE. ALL INTELLECTUAL PROPERTY RIGHTS, CHOSES IN ACTION AND CLAIMS AND IN THE FUTURE BELONGING TO THE COMPANY.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **STREATHERS SOLICITORS LLP**



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

Company number: 7590546

Charge code: 0759 0546 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2019 and created by DALLA TERRA HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2019 .

Given at Companies House, Cardiff on 28th June 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**

THIS DEBENTURE made the 26 day of June 2019

**BETWEEN:-**

- (1) **DALLA TERRA HOLDINGS LIMITED** (Company Registered Number 07590546) the registered office of which is at 1 Kings Avenue, London N21 3NA ("the Company") and
- (2) **PAUL FIDGEN** of Flat A, 4 Cleveland Square, London W2 6DH ("the Lender" which expression shall be deemed to include the assigns whether immediate or derivative of the Lender)

**WHEREAS**

The Lender have agreed to make loans to the Company, or to give the Company time to make payments to the Lender pursuant to an agreement of even date ("the Agreement") and it was a term of the Agreement that the Company enters into this deed.

**WITNESSES** as follows:-

1. **Interpretation**

In this Debenture

- 1.1. 'Administrator' means any one or more persons appointed as an administrator of the Company under paragraph 14 of Schedule B1 to the Insolvency Act
- 1.2. 'Assets' means the property, undertaking and assets of the Company expressed to be charged to the Lender now or hereafter under clause 2
- 1.3. 'Default Rate' means 4% per annum above the rate of interest payable to the Lender pursuant to the Agreement from time to time
- 1.4. 'Encumbrance' means any mortgage, charge, assignment by way of security, pledge, lien, trust or any other type of encumbrance or security interest or any other type of arrangement having or intended to have a similar effect.
- 1.5. 'Environmental Laws' means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment
- 1.6. 'Event of Default' means any one of the following events:
  - 1.6.1. the Company fails to perform and observe any of its obligations under the Agreement;
  - 1.6.2. any representation or warranty made by the Company to the Lender is incorrect when made;
  - 1.6.3. a material adverse change occurs, in the opinion of the Lender, in the financial condition of the Company;
  - 1.6.4. any other indebtedness of the Company is not paid when due or becomes due or capable of being declared due prior to its stated date of payment;
  - 1.6.5. any action is taken for or with a view to the winding up of the Company or a petition is presented for the making of an administration order in respect of the Company or such an order is made or the Company becomes insolvent or is unable to pay its debts within the meaning of the Insolvency Act Section 123 or makes any proposal to or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments generally or an incumbrancer takes possession or an administrator or administrative receiver is appointed of the whole or any material part of the assets of the Company;
  - 1.6.6. it becomes unlawful or impossible for the Lender to make, maintain or fund the loan pursuant to the Agreement or any of the obligations expressed as being assumed by the Company under the Agreement or this deed ceases to be valid, legal and binding and enforceable against the Company.
- 1.7. 'Indebtedness' means all the Company's present or future indebtedness to the Lender pursuant to the Agreement, whether solely or jointly and together with interest and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Lender and including those arising from the Lender perfecting or enforcing or attempting to enforce this Debenture or any other security (and its rights thereunder) held by the Lender from time to time
- 1.8. 'Insolvency Act' means the Insolvency Act 1986
- 1.9. 'LPA' means the Law of Property Act 1925
- 1.10. 'Real Property' means all freehold or leasehold property forming part of the Assets
- 1.11. 'Receiver' means any one or more persons appointed as a receiver, receiver and manager or administrative receiver under this deed

1.12. clause headings are for ease of reference only.

## **2. Charge**

The Company hereby covenants on demand to pay or discharge the Indebtedness to the Lender and as a continuing security for the payment and discharge of the Indebtedness, the Company hereby charges to the Lender, with full title guarantee:

### Fixed Charge

- 2.1. by way of fixed charge,
- 2.1.1. all estates or interests in any freehold and leasehold property of the Company now and in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;
  - 2.1.2. all the goodwill and uncalled capital of the Company present and future;
  - 2.1.3. all rents receivable from any lease granted out of any freehold and leasehold property of the Company;
  - 2.1.4. any shares and other securities held by the Company from time to time in any subsidiary companies and all income and rights derived from or attaching to the same;
  - 2.1.5. all book debts and other debts now and in the future due or owing to the Company;
  - 2.1.6. all intellectual property rights, choses in action and claims now and in the future belonging to the Company and the insurance policies and proceeds of any insurance from time to time affecting the Property;

### Floating Charge

- 2.2. and by way of floating charge, all the Company's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Debenture provided always that:
- 2.2.1. the Lender may at any time by written notice to the Company convert this floating charge as regards any assets specified in the notice if (i) an Event of Default has occurred or (ii) in the opinion of the Lender such assets are at risk of becoming subject to any Encumbrance or are otherwise at risk of ceasing to be within the control or ownership of the Company;
  - 2.2.2. Paragraph 14(2)(a) of Schedule B1 to the Insolvency Act applies to this floating charge which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 to the Insolvency Act.

## **3. Covenants**

### Restrictions

- 3.1. The Company shall not without the previous written consent of the Lender:
- 3.1.1. (except for charges in favour of the Lender created under or pursuant to this Debenture) create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets hereby charged;
  - 3.1.2. sell, transfer or otherwise dispose of its undertaking and other assets hereby charged or any part of them, except by getting in and realising them in the ordinary and proper course of its business;
  - 3.1.3. pull down or remove all or any part of the buildings forming part of the Real Property or sever, unfix or remove any of the fixtures on the Real Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Real Property;
  - 3.1.4. deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business; or
  - 3.1.5. grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Real Property or any part of it.
- 3.2. If the Lender consents to the creation of a mortgage or charge on the Real Property it may require a priority agreement or deed with the mortgagee or charge.

### Company's Continuing Obligations

- 3.3. The Company shall:

- 3.3.1. upon the Lender's request promptly deposit with the Lender all deeds and documents of title and all insurance policies relating to the Assets and promptly notify the Lender on acquiring any Real Property after the date of this Debenture;
  - 3.3.2. keep such of the Assets as are insurable comprehensively insured to the Lender's satisfaction in writing (and, if so required by the Lender, in the joint names of itself and the Lender) against loss or damage by fire and such other risks as the Lender may require, to their full reinstatement costs and, where such insurance is not in joint names, procure that the Lender's interest is noted on all policies required under this clause;
  - 3.3.3. hold in trust for the Lender all money received under any insurance of the Assets and at the Lender's option apply the same in making good the relevant loss or damage or in or towards discharge of the Indebtedness;
  - 3.3.4. duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under clause 3.3.2 and on demand produce the insurance policies and premium receipts to the Lender;
  - 3.3.5. keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order (and the Lender may enter and inspect and in default effect repairs);
  - 3.3.6. conduct and maintain its business, operations and property so as to comply in all respects with all applicable Environmental Laws and notify the Lender promptly and in reasonable detail of any claim, notice or communication in respect of any violation or potential violation of an Environmental Law; and
  - 3.3.7. promptly notify the Lender of any meeting to discuss, or any proposal or application for the appointment of an administrator, receiver, liquidator or similar official in respect of the Company or any of its Assets and, if any such official is appointed, of his appointment.
- 3.4. If the Company fails to perform any of its obligations under clauses 3.3.2, 3.3.4 and 3.3.5, the Lender may take out or renew any insurance or effect such repairs and take such other action as it may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Company on demand.

#### **4. Enforcement of Security**

##### **Lender's Powers**

- 4.1. On the occurrence of an Event of Default, this deed shall become enforceable and the Lender may immediately or at any time thereafter:
- 4.1.1. by notice to the Company end the Company's right to possession of all or any part of any Real Property forming part of the Assets and enter into possession of all or such part of Real Property;
  - 4.1.2. appoint one or more persons as an Administrator of the Company in accordance with Schedule B1 to the Insolvency Act;
  - 4.1.3. exercise the power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed;
  - 4.1.4. subject to section 72A of and paragraph 43 of Schedule A1 to the Insolvency Act, appoint one or more persons as a receiver or receiver and manager or administrative receiver of any Assets unless the Event of Default is the result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act;
  - 4.1.5. exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act;
  - 4.1.6. to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226), appropriate any Assets which constitutes "financial collateral" as defined in these Regulations or towards satisfaction of the Indebtedness and the Lender shall value such Assets by reference to an independent valuation or other procedure selected by the Lender acting reasonably.

##### **Powers Under the LPA**

- 4.2. Section 103 of the LPA will not apply to this deed.
- 4.3. The Power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Company.

#### Cash cover

- 4.4. After the occurrence of an Event of Default the Company shall, immediately on demand, provide to the Lender full cash cover for any contingent liabilities forming part of the Indebtedness including liabilities arising in respect of bills of exchange or promissory notes accepted, endorsed or discounted and bonds, guarantees, indemnities, documentary or other instruments from time to time entered into by the Lender.

#### Administrators

- 4.5. If the Lender appoints two or more persons as Administrator of the Company, the appointment may specify whether those persons are to act jointly or concurrently

#### Receivers

- 4.6. The Lender may appoint any Receiver upon such terms as to remuneration and otherwise as the Lender think fit and the maximum rate specified in section 109(6) of the LPA shall not apply.
- 4.7. Any Receiver will be the agent of the Company for all purposes and the Company will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Lender.
- 4.8. Where two or more persons are appointed as Receiver under this deed any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.
- 4.9. The Lender may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Lender appoints any other person as Receiver in his place.

#### **5. Power of Receiver and Lender**

##### Statutory Powers

- 5.1. A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated in this deed.

##### Additional Powers

- 5.2. By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Company) to do every act and thing and exercise every power:
- 5.2.1. which the Company would have been entitled to do or exercise if no Receiver had been appointed; and
- 5.2.2. which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Assets or for or in connection with the enforcement of the Encumbrances created by this deed or the realisation of any Assets;
- and may use the name of the Company in connection with any exercise of such powers.

##### Prior encumbrances

- 5.3. At any time after the security given by this deed has become enforceable, the Lender may redeem any prior Encumbrance against the Assets or procure a transfer of such Encumbrance to itself and may agree the accounts of the person entitled to that Encumbrance and any accounts so agreed will be binding on the Company. Any money paid by the Lender in connection with a redemption or transfer of a prior encumbrance will form part of the Indebtedness.

#### Possession

- 5.4. If the Lender, any Receiver or any delegate of either of them takes possession of any Assets it may go out of possession at any time.

## **6. Delegation of powers by Lender or Receiver**

### Delegation

- 6.1. The Lender or any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by the Lender or a Receiver under this deed in relation to any Assets and any such delegation may be made upon such terms as the Lender or such Receiver may think fit.

### Liability for delegates

- 6.2. Neither the Lender nor any Receiver will be in any way liable or responsible to the Company for any loss or damage arising from any act or omission on the part of any such delegate unless such loss or damage is caused by the fraud or gross negligence of the delegate

## **7. Exclusion of liability**

### No obligation to recover

- 7.1. Neither the Lender or any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Assets whether or not it is in possession of the relevant Assets

### Liability as mortgagee in possession

- 7.2. If the Lender or any Receiver takes possession of any Assets, it will not be liable to account to the Company for anything except actual receipts or be liable to the Company for any loss arising from any realisation of any Assets or for any default or omission for which a receiver or mortgagee in possession would be liable

### Losses on enforcement

- 7.3. The Lender or any Receiver will not be liable to the Company for any loss or damage arising from:

- 7.3.1. any sale of any Assets;
- 7.3.2. any act, default or omission of the Lender or any Receiver in relation to any Assets; or
- 7.3.3. any exercise or non-exercise by the Lender or any Receiver of any power conferred upon it in relation to any Assets under this deed or by the LPA;

unless such loss or damage is caused by the fraud or gross negligence of the Lender or any such Receiver

## **8. Reimbursement and indemnity**

### Reimbursement

- 8.1. Any money paid by the Lender or any Receiver:

- 8.1.1. as a result of the Lender or any Receiver taking action which the Lender or any Receiver considers necessary or desirable in connection with any Assets or to procure compliance with any obligation of the Company in this deed; or
- 8.1.2. in respect of any action or thing expressed in this deed to be done at the cost of the Company;

and all costs, fees, taxes and expenses incurred by the Lender or any Receiver under or in connection with this deed or its enforcement and/or the preservation of the Lender's rights under this deed shall be reimbursed by the Company to the Lender on demand

### Indemnity

- 8.2. The Company shall indemnify the Lender (whether or not acting as mortgagee in possession) and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way (including any liability of the Lender or any Receiver under any Environmental Law) which may at any time be incurred by either of them (or by any person for whom they may be vicariously liable) in connection with this deed or for anything done or omitted to be done in the exercise or purported exercise of



their powers under this deed unless such liabilities, claims and expenses are caused by the fraud or gross negligence of the Lender or any Receiver.

**9. Application of sums realised**

Order of application

9.1. Subject to claims having priority to the Encumbrances created by this deed all money recovered by the Lender or any Receiver as a result of the enforcement of this deed or the Encumbrances created by this deed will be applied in the following order:

- 9.1.1. in payment of all costs, fees, taxes and expenses incurred by the Lender or any Receiver in connection with the exercise of the powers set out in this deed and all other outgoings properly payable by any Receiver;
- 9.1.2. in payment of remuneration to any Receiver;
- 9.1.3. in or towards payment of the Indebtedness; and
- 9.1.4. the balance (if any) will be applied as required by law.

Contingent or future liabilities

9.2. If any money is received by the Lender or a Receiver as a result of the enforcement of this deed or the Encumbrances created by this deed at a time when the Indebtedness include contingent or future liabilities the Lender or such Receiver may hold some or all of such money in a suspense account.

**10. Protection of persons dealing with Lender or Receiver**

No person dealing with the Lender or any Receiver will be concerned to enquire:

- 10.1. whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable;
- 10.2. otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers; or
- 10.3. whether any Indebtedness remains owing.

**11. Notice of Subsequent Charge**

If the Lender receives notice of any Encumbrance or other interest affecting any Assets:

- 11.1. it may open a new account for the Company in its books and may transfer any outstanding balance owing by the Company to such new account;
- 11.2. if the Lender does not open a new account then, unless it gives express written notice to the contrary to the Company, all payments made by the Company to the Lender will as from the time of receipt of such notice by the Lender be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Indebtedness.

**12. Further assurance**

When required by the Lender or any Receiver the Company shall, at its own cost:

- 12.1. execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of the Company and such legal mortgage, assignment or charge shall secure the Indebtedness and contain a power of sale which arises immediately upon execution, provisions excluding section 93 of the LPA and the restrictions contained in section 103 of the LPA and such other provisions including any similar to those in this deed as the Lender may reasonably require;

12.2. execute any documents or do any other thing which the Lender or any Receiver may require for perfecting or protecting any Encumbrance created by this deed or in connection with the exercise of any powers given to the Lender or any Receiver under this deed; and

12.3. convey, transfer, assign or otherwise deal with any Assets in such manner as the Lender or any Receiver may require in connection with any enforcement of any Encumbrance created by this deed.

### **13. Power of attorney by Company**

The Company irrevocably and by way of security appoint the Lender, any person selected by the Lender and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which:

13.1. the Company is entitled to execute or do in relation to the Assets including giving a receipt for any money and exercising any rights or remedies forming part of the Assets; or

13.2. the Company is obliged to execute or do under this deed.

### **14. Discharge of Security**

#### Discharge conditional

14.1. Any discharge of the Company by the Lender in reliance on a payment or security received by the Lender will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Lender will be entitled to recover from the Company on demand the amount of the Indebtedness discharged by such payment or security

#### Retention of security

14.2. Following any discharge of the Company made by the Lender in reliance on a payment or security the Lender may retain the security constituted by this deed until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Lender may retain the security constituted by this deed for as long as it thinks fit.

### **15. Redemption**

After the Lender is satisfied that the Indebtedness have been repaid in full and that it is not under any obligation to provide financial accommodation to the Company the Lender will at the request and cost of the Company release the Assets from the Encumbrances created by this deed.

### **16. Miscellaneous**

#### Possession

16.1. The Company shall be entitled to possession of the Real Property until termination of such right by the Lender under clause 4.1 or otherwise.

#### Third Party Rights

16.2. A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1990 to enforce or to enjoy the benefit of any term of this deed.

#### Continuing Security

16.3. This deed is a continuing security and extends to the balance from time to time of the Indebtedness irrespective of any intermediate payment of monies due to the Lender

#### Other Security

16.4. This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Lender or any other person of any other security at any time held by the Lender

Consolidation

16.5. The restrictions on the right of consolidating mortgage securities contained in section 93 of the LPA will not apply to this deed.

Default Rate

16.6. All monies payable by the Company under this deed will bear interest if not paid when due (both before and after judgment) at the Default Rate.

Joint and Several

16.7. The Lender may enforce the provisions of this Charge jointly and/or severally.

**17. Severance**

If at any time any provision in this deed is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this deed shall not be impaired.

**18. Notices**

18.1. Any demand, notice or other communication by the Lender may be delivered personally to the Company or sent to the Company by post, email or fax at its address set out above or such other address notified in writing to the Lender. Any such notice, demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by email or fax) whether or not it is actually received.

18.2. Any notice from the Company to the Lender shall be served by first class prepaid recorded delivery post sent to the Lender at the addresses set out above or such other addresses notified to the Company.

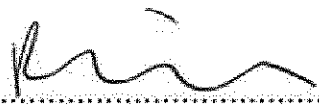
**19. Law**

This Debenture shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.

**20. Attestation**

Executed and unconditionally delivered as a deed as follows:

SIGNED as a DEED by )  
DALLA TERRA HOLDINGS LIMITED )  
acting by a director )  
in the presence of )

  
.....  
Director

Witness Name.....NADIA MOSHAZI.....Witness Signature.....

Address.....44 BAKER STREET, LONDON W1D 7AL.....

Occupation.....SECRETARY.....