

154975-E26

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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 where the
instrument Use form MR02



A313PFK2

A04 08/10/2014 #105
COMPANIES HOUSE

A3HLUS29

A29 01/10/2014 #27
COMPANIES HOUSE

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
scanned and placed on the public record

WEDNESDAY

1 Company details

Company number 0 8 7 9 2 9 4 8 ✓

Company name in full 195-199 Grays Inn Road 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 2 3 0 9 2 0 1 4 ✓

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 B M Samuels Finance Group Plc ✓

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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Particulars of a charge

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

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Simon Tennant**

Company name **Colman Coyle Limited**

Address **Wells House, 80 Upper Street**

Post town **London**

County/Region

Postcode **N 1 0 N U**

Country

DX **147080 Islington 5**

Telephone **0207 354 3000**



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8792948

Charge code: 0879 2948 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2014 and created by 195-199 GRAYS INN ROAD LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2014.

2+

Given at Companies House, Cardiff on 13th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES


Debenture (Fixed and Floating Charge)

Dated 23rd September 2014

B.M. Samuels Finance Group plc
(the Lender)

195 – 199 Grays Inn Road Limited
(the Company)

**WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
COLMAN COYLE SOLICITORS**


25/09/2014

Debenture (Fixed and Floating Charge)

Dated 23rd September 2014

Between

- (1) **B.M Samuels Finance Group plc** whose registered office is situate at 302-308, Preston Road, Harrow Middlesex HA3 0QP and whose principal place of business is at 314 Regents Park Road, Finchley, London N3 2JX (the **Lender**)
- (2) **195-199 Grays Inn Road Limited** (company number 08792948) whose registered office is at 195-199 Grays Inn Road, London WC1X 8UR (the **Company**)

OPERATIVE PROVISIONS:

1 Interpretation

1.1 In this Debenture

Acts means the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those acts for the time being in force)

Administrator has the meaning given to it in clause 4

Assets means the property, undertaking and assets of the Company expressed to be charged to the Lender now or hereafter under clause 2

The Facility means the loan agreement between the Lender and the Company of even date whereby the Lender agreed to lend and the Company agreed to borrow the sum of £340,000 00 plus interest thereon, repayment of which is to be secured hereunder

Lender shall include, unless the context otherwise requires, the Lender's successors and assigns

Indebtedness means all the Company's present or future indebtedness to the Lender, whether solely or jointly with any other person or persons and all the Company's other liabilities whatever to the Lender, including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities, whether present, future, actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether in sterling or in any other currency, together with interest, commission, charges 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 (or any of its rights thereunder) held by the Lender from time to time

Insolvency Event shall mean,

- a a meeting of the members of the Company is convened for the purpose of considering a resolution to wind up the Company,
- b such a resolution as is mentioned in paragraph (a) is passed,
- c a petition for a winding up or an application for an Administration Order is made by the Company or its directors or is presented against the Company,

- d a receiver (administrative or otherwise) is appointed over all or part of the Company's assets,
- e the Company proposes or makes any general assignments, compositions or arrangement with or for the benefit of all or some of the Company's creditors,
- f the Company suspends or threatens to suspend making payments to all or some of the Company's creditors,
- g or the Lender has reasonable grounds for believing that any of the foregoing is imminent

Property means all leasehold and freehold property referred to in clauses 2 1 1 and 2 1 2

Receiver has the meaning given to it in clause 4 1

1 2 Clause headings are for ease of reference only

2 Charge

- 2 1 The Company hereby covenants on demand to pay or discharge the Indebtedness to the Lender As security for the payment and discharge of the Indebtedness, the Company, as beneficial owner, hereby charges to the Lender, with full title guarantee -
 - 2 1 1 by way of legal mortgage, all freehold and leasehold property now 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 by way of fixed charge, all estates or interests in any freehold and leasehold property of the Company (not being property charged under clause 2 1 1) 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 3 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company,
 - 2 1 4 by way of fixed charge, all book debts and other debts now and in the future due or owing to the Company,
 - 2 1 5 by way of fixed charge, all intellectual property rights, choses in action and claims now and in the future belonging to the Company,
 - 2 1 6 by way of floating charge, all the Company's present and future undertaking and assets, whatsoever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Debenture
- 2 2 Paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 2 1 6 which is a "qualifying floating charge" for the purposes of paragraph 14(1) of the Insolvency Act 1986

3 Covenants

- 3 1 The Company shall not
 - 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,
 - 3 1 2 sell, transfer or otherwise dispose of its undertaking and other assets 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 Property or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the 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, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring, 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 Property or any part of it
- 3 2 The Company shall
 - 3 2 1 promptly deposit with the Lender all deeds and documents of title and all insurance policies relating to the Assets,
 - 3 2 2 keep such of the Assets as are insurable comprehensively insured to the Lenders 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 replacement value 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 2 2,
 - 3 2 3 duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under clause 3 2 2 and on demand produce the insurance policies and premium receipts to the Lender,
 - 3 2 4 keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order,
 - 3 2 5 pay into its account with Barclays Bank Plc (or such other account as the Lender may designate by notice to the Company from time to time) all moneys which it may receive in respect of the book debts and other debts charged by clause 2 1 4 and except with the Lenders prior written consent, not make any withdrawals from the account,
 - 3 2 6 promptly notify the Lender or 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 2 7 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, notices or communications in respect of any violation or potential violation of an Environmental Law
 - 3 2 8 comply in all respects with the terms of the facility
- 3 3 If the Company fails to perform any of its obligations under clauses 3 2 2, 3 2 3 or 3 2 4, 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 Receiver

- 4 1 At any time after the Lender's demand for payment from the Company of any Indebtedness (or if so requested by the Company) or on or following the occurrence of an Insolvency event, the Lender may appoint by writing any person or persons to be an administrative receiver or a receiver and manager or receivers and managers (the Receiver, which expression shall include any substituted receiver(s) and manager(s) of all or any part of the Assets) or appoint an Administrator ("the Administrator") of the Company in accordance with paragraph 14 of Schedule B1 of the Insolvency Act 1986 Without limiting the Lender's rights under this clause

4 1 or at law, the Lender may, whether or not any demand has been made for payment of the Indebtedness, appoint a Receiver or an Administrator if the Lender becomes aware of any of the matters referred to in clause 3 2 7 or if the security created by this Debenture shall be in jeopardy

4 2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place

4.3 The Receiver shall be the Company's agent and shall have all powers conferred by the Acts The Company alone shall be responsible for his acts and omissions and for his remuneration In particular, but without limiting any general powers or the Lender's power of sale, the Receiver shall have power

4 3 1 to take possession of collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit,

4 3 2 to carry on or concur in carrying on the Company's business and raise money from the Lender or others on the security of all or any part of the Assets,

4 3 3 to sell, let and/or terminate or to accept surrenders of leases or tenancies of any part of the Property, in such manner and on such terms as he thinks fit,

4 3 4 to take, continue or defend any proceedings and make any arrangement or compromise which the Lender or he shall think fit,

4 3 5 to make and effect all repairs, improvements and insurances,

4 3 6 to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine,

4 3 7 to call up any of the Company's uncalled capital,

4 3 8 to promote the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the Assets, and

4 3 9 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers

4 4 Any moneys received under this Debenture shall be applied

4 4 1 first, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lender or the Receiver and of the remuneration of the Receiver,

4 4 2 secondly, in or towards satisfaction of the Indebtedness in such order as the Lender shall determine, and

4 4 3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it

4 4 The Lender shall not be entitled to appoint a Receiver as a 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 1986

5 Miscellaneous

5 1 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Company without the Lender's prior written consent

- 5 2 By notice in writing to the Company, the Lender may at any time convert the floating charge created by clause 2 1 6 into a specific charge over any Assets specified in the notice which the Lender considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy The Company at its expense shall at any time on the Lender's request promptly execute and deliver to the Bank any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the Assets charged by clause 2 1 6) or such other charge as the Lender may in its discretion think fit for securing the Indebtedness
- 5.3 This Debenture shall be**
- 5 3 1 a continuing security to the Lender, notwithstanding any settlement of account or other matter or thing whatever;
- 5 3 2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Lender may hold now or hereafter on all or any part of the Assets, and
- 5 3 3 in addition to any rights, powers and remedies at law
- 5 4 Section 103 of the Law of Property Act 1925 shall not apply The statutory power of sale shall be exercisable at any time after the execution of this Debenture The Lender shall not exercise its power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made
- 5 5 No failure or delay on the Lender's part in the exercise of any of its rights, powers and remedies (in this clause 5 right(s)) under this Debenture or at law shall operate or be construed as a waiver No waiver of any of the Lender's rights shall preclude any further or other exercise of that right or of any other right
- 5 6 The Lender may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or the Lender's rights under this Debenture
- 5 7 The Company certifies that the charges created by this Debenture do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets
- 5 8 The Company shall, on demand by the Lender, execute and deliver all transfers, mandates, assignments, deeds or other documents as the Lender may require to perfect it's rights under the Debenture and to give effect to any sale or disposal of any of the Assets and otherwise give effect to the intent of the Debenture
- 5 9 The Lender shall not be entitled to convert the floating charge created by clause 2 1 6 into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under Section 1A of Schedule A1 to the Insolvency Act 1986
- 5 10 The rights and remedies of the Lender provided by this Debenture are cumulative and are not exclusive of any rights powers or remedies provided by Law and may be exercised from time to time and as often as the Lender may deem expedient
- 5 11 Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

6. Consolidation

The restriction on the right of consolidation mortgage securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this security

7. Power of Attorney

By way of security, the Company hereby irrevocably appoints the Lender and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes

8. Costs

All costs, charges and expenses incurred by the Lender and all other moneys paid by the Lender or the Receiver in perfecting or otherwise in connection with this Debenture and all costs of the Lender or the Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt, may be debited to any account of the Company, bear interest accordingly and shall be charged on the Assets

9. Severance

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

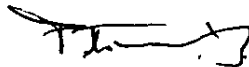
10. Notices

- a Any demand, notice or other communication by the Lender may be delivered personally to the Company or sent to the Company by post, telemessage, cable, telex or telecopier 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 telemessage, cable, telex or telecopier) whether or not it is actually received
- b Any notice from the Company to the Lender shall be served by first class prepaid recorded delivery post or by tested telex sent to the Lender at its address set out above or such other address notified to the Company

11. Law

This Debenture shall be governed by and construed in accordance with English law

Signed as a Deed by the said
195-199 Grays Inn Road Limited
Acting by a director
in the presence of -



Signed



Witness Name SHAH TAFIUL ALI

Address

Occupation SOLICITOR

COLMAN COYLE SOLICITORS
WELLS HOUSE, 80 UPPER STREET
ISLINGTON, LONDON, N1 0NU
DX 147080 ISLINGTON 5
TEL 020 7354 3000

