



Registration of a Charge

Company name: **GAPCAP LIMITED**

Company number: **09080838**



X4JXP79S

Received for Electronic Filing: **11/11/2015**

Details of Charge

Date of creation: **04/11/2015**

Charge code: **0908 0838 0002**

Persons entitled: **GAPCAP LIMITED**

Brief description:

Contains fixed charge(s).

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

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **OLIVER PHILLIPS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9080838

Charge code: 0908 0838 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th November 2015 and created by GAPCAP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2015 .

Given at Companies House, Cardiff on 12th November 2015

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**



DEBENTURE

Between

Hug (UK) Limited

and

GapCap Limited

THIS DEBENTURE is dated the 4th day of November 2015

Parties

- (1) **HUG (UK) LIMITED** with company number 04273928 whose registered office is at Unit 206 Bon Marche Centre, 241-251 Ferndale Road, London, SW9 8BJ. ("the Company").
- (2) **GAPCAP LIMITED** with company number 09080838 whose registered office is at Hamilton House, 1 Temple Avenue, WC4Y 0HA ("the Funder").

Agreed terms

- 1 The Company covenants that it will on demand pay or discharge to the Funder all moneys obligations and liabilities (whether present or future actual or contingent) which may now or at any time hereafter may be or become due owing or incurred by the Company to the Funder (whether solely or jointly with any other person and whether as principal or surety).
- 2 The Company with full title guarantee and as a continuing security charges with the payment or discharge of all moneys, obligations and liabilities hereby covenanted to be paid or discharged by the Company:-
 - 2.1 by way of legal mortgage:
 - 2.1.1 all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time hereafter (and from time to time) owned by the Company or in which the Company holds an interest including (but not limited to) the properties which are briefly described in the Schedule hereto;
 - 2.1.2 all trade and other fixtures, equipment, furniture, plant and machinery of the Company from time to time in any freehold or leasehold property of the Company and the proceeds of sale thereof;and the assets charged under the terms of clause 2.1 shall hereafter be referred to as "the Legally Mortgaged Property";
 - 2.2 by way of fixed charge:
 - 2.2.1 all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned (at law or in equity) by the Company, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereto;
 - 2.2.2 all freehold or leasehold properties hereafter acquired by the Company;
 - 2.2.3 all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of this clause 2 in or over freehold or leasehold property;
 - 2.2.4 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to any properties;

2.2.5 all present and future goodwill of the Company and all uncalled capital for the time being of the Company;

2.2.6 present or future rights or interests of the Company in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know-how and any other rights in intellectual property whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights;

2.2.7 all book debts, other debts, receivables and liabilities of any kind whatsoever (other than any book debts owned by the Funder under any sale and purchase agreement with the Company) now or at any time hereafter (and from time to time) due, owing or payable to the Company, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the same and all bills of exchange, promissory notes and other negotiable instruments for the time being owned or held by the Company; and

2.2.8 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person;

2.3 by way of floating charge its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of fixed charged pursuant to the foregoing paragraph if and to the extent that such charges as aforesaid shall fail as fixed charges but without prejudice to any such specific charges as shall continue to be effective.

3 The Funder may convert the floating charge at any time by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.

4 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this Deed.

5

5.1 The Company hereby covenants with the Funder that it will not without the prior consent in writing of the Funder:-

5.1.1 create or permit to subsist any mortgage, charge, lien, hypothecation or pledge or any other security interests, any arrangement or segregation of assets for the purpose of providing security or any other type of preferential arrangement (including without limitation title transfer and retention arrangements) having a similar effect over all or any part of its present or future property, assets or revenues;

5.1.2 part with possession of, sell, transfer, lend, lease, licence or otherwise dispose of (or agree to do so) whether by a single transaction or by a number of transactions, whether related or not, the whole or any part of its assets (other than sales of stock in the ordinary course of trading at not less than market value) or revenues;

5.1.3 dispose of the equity of redemption in respect of any of the property, undertaking or assets charged under this Debenture.

5.2 If, notwithstanding the terms of clause 5.1 above, the Company creates an encumbrance over any of the property or assets charged hereunder or attempts to do so without the prior consent in writing of the Funder then the floating charge created by this Debenture over such property or assets shall automatically without notice operate as a fixed charge immediately such event occurs.

6 During the continuance of this Debenture the Company undertakes and agrees:

6.1 to keep the Legally Mortgaged Property in a good state of repair and condition and insured against such risks and in such office and for such amounts as the Funder may require or approve and that failure to do so will entitle the Funder to do so at the expense of the Company as agents of the Company without thereby becoming a mortgagee in possession.

6.2 not to part with the possession of the Legally Mortgaged Property or any part thereof.

6.3 to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar businesses.

7 The Company shall from time to time supply to the Funder such accounts or other information concerning the Company its subsidiary or associated companies as the Funder may require.

8 Section 103 of the Law of Property Act 1925, ("the 1925 Act") shall not apply to this security which shall immediately become enforceable and the power of sale and any other powers conferred by section 101 of the 1925 Act as varied or extended by this security shall be immediately exercisable at any time after notice demanding payment of any moneys hereby secured shall have been served by the Funder on the Company. In addition, all moneys hereby secured shall become immediately due and payable without any demand on the occurrence of any of the following events ("Events of Default");

8.1 any breach by the Company of any term or condition (including any covenant) of this Debenture;

8.2 if this Debenture shall, for whatever reason, cease to be fully enforceable in accordance with its terms or, with effect from the date on which determination of the continuing nature of the security created by this Debenture or any part thereof occurs, such continuing nature is determined, whether such determination be by actual or constructive notice or be deemed to have occurred or if any binding undertaking comprised in this Debenture or any part thereof shall be breached;

- 8.3 any default by the Company in the performance of any other agreement for borrowed moneys (whether with the Funder or any other lender) whereby the due date of repayment thereunder is rendered capable of acceleration, or any indebtedness of the Company becomes or is declared by the holder or lender thereof to be due and payable prior to its stated maturity, or such indebtedness is not repaid in full at its stated maturity or, if repayable on demand, is not repaid in full forthwith upon such demand being made, or if any guarantee or indemnity given by the Company is not honoured when due and called upon;
- 8.4 if any step is taken by the Company or any other person for the appointment of an administrator in relation to the Company including without limitation the making of an application to court or the giving or filing of notice of intention to appoint an administrator;
- 8.5 if any step is taken by the Company or any other person to wind up the Company including without limitation the presentation of a petition for a winding-up order or the giving of notice of a resolution to wind up the Company;
- 8.6 if the Company makes or seeks to make any composition or arrangement with its creditors;
- 8.7 if the Company ceases to threaten to cease to carry on its business or sells, transfers or otherwise disposes of, in any one transaction or series of related transactions, any substantial part of its assets;
- 8.8 if the Company is unable to pay its debts (whether within the meaning of section 123 of the Insolvency Act 1986 or otherwise) or an encumbrancer takes possession of, or a receiver or an administrative receiver is appointed over the whole or any part of its assets;
- 8.9 if any judgment, distress, warrant of attachment, writ of execution or similar process is issued, levied or enforced upon the assets of the Company, or if any asset held by the Funder as security is charged or becomes encumbered elsewhere; and
- 8.10 if there shall occur in the Funder's opinion a material effective change of control (as defined by section 840 of the Income and Corporation Taxes Act 1988) of the Company.

The Company hereby agrees to notify the Funder as soon as it becomes aware that there has occurred an Event of Default or an event which, with the giving of notice or lapse of time or both, would be an Event of Default.

- 9 At any time after the Funder shall have demanded payment of any money or liability or other sums hereby secured or immediately upon or at any time after the happening of any Event of Default or at any time after the directors of the Company shall have requested it so to do the Funder may in writing under hand appoint any one or more person or persons to be an administrator (Administrator) or a receiver or a receiver and manager or an administrative receiver (Receiver), of all or any part of the assets hereby charged (the expressions Administrator and Receiver shall, where the context so admits, include any person substituted as administrator or receiver or receiver and manager or administrative receiver under the power hereinafter contained) and (subject to Section 45 of the Insolvency Act 1986) from time

to time in writing remove any person appointed to be Administrator or Receiver and may in like manner appoint another in his place.

- 10 Any moneys received under the powers hereby conferred shall subject to the repayment as far as necessary of any claims having priority to this Debenture be paid or applied in the following order of priority:-

10.1 in satisfaction of all costs and expenses properly incurred and payments properly made by the Funder or the Administrator or Receiver and of the remuneration of the Administrator or Receiver;

10.2 in or towards satisfaction of the moneys outstanding and secured by this Debenture in such order as the Funder may at its discretion require;

10.3 as to the surplus (if any) to the person or persons entitled thereto;

Provided that the Administrator or Receiver may retain any moneys in his hands for so long as he shall think fit and the Funder is also to be at liberty without prejudice to any other rights the Funder may have at any time and from time to time to place and keep for such time as the Funder may think prudent any moneys received recovered or realised under or by virtue of this Debenture to or at a separate or suspense account to the credit either of the Company or of the Funder as the Funder shall think fit without any intermediate obligation on the Funder's part to apply the same or any part thereof in towards the discharge of the moneys due or owing to the Funder as aforesaid by the Company.

- 11 The powers conferred on mortgagees or receivers by the 1925 Act shall apply to this Debenture except so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the 1925 Act and those contained in this Debenture the terms of this Debenture shall prevail.

- 12 The Company hereby irrevocably appoints each of the Funder and any person nominated in writing under the hand of the Funder including every Administrator or Receiver appointed hereunder as Attorney of the Company with full power of substitution for the Company and in its name and on its behalf and as its act and deed to execute and seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed proper for any of the purposes of this security.

- 13 In the exercise of the powers hereby conferred the Funder or any Administrator or Receiver may sever and sell plant machinery or other fixtures separately from the property to which they may be annexed.

- 14 The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall be independent of any other security which the Funder may now or at any time hold on all or any part of the assets of the Company for or in respect of all or any part of the moneys obligations and liabilities hereby covenanted to be paid or discharged and it is hereby declared that no prior security held by the Funder over the property hereby charged or any part of it shall merge in the security created hereby or pursuant hereto.

- 15 A demand or notice hereunder shall be in writing signed by the Funder and may be served on the Company by hand or by post and either by delivery of the same to any officer of the Company at any place or by addressing the same to the Company at its registered office or a place of business last known to the Funder; if such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it be returned undelivered.
- 16 It is hereby certified that this Debenture does not contravene any of the provisions of the Company's Memorandum or Articles of Association and has been executed in accordance therewith.
- 17 This Debenture shall be governed by and construed in all respects in accordance with English law and the parties submit to the jurisdiction of the English courts.

IN WITNESS of these matters this document has been executed as a deed on the date set out at the beginning of the document.

THE SCHEDULE

The Property

Identify any freehold or leasehold property of the company:

Executed as a Deed by

HUG (UK) LIMITED


acting by name of director

In the presence of: -

Witness Name:

Witness Address:

Witness Occupation:



Director

JOSIE BHAGG

146 Fempick Road

London

N8 9SE

Designer

Executed as a Deed by

GAPCAP LIMITED

acting by name of director

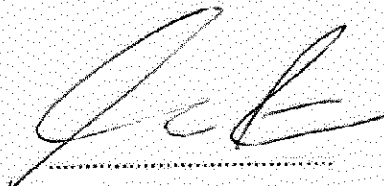
ALEX PENTON

In the presence of: -

Witness Name:

Witness Address:

Witness Occupation:



Director

Danni-Lee Brooks

19 Setchell

way SE1

5XR

Digital Marketing
Apprentice