

163770/13

# MR01

## Particulars of a charge

laserform

**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](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

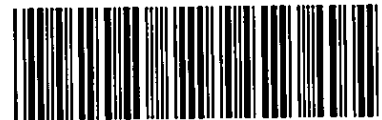
☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the charge.  
If the form is 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.  
It must be scanned and placed on the public record. **Do not send the original.**

MONDAY



LD3 \*L537ANCJ\* #39  
21/03/2016  
COMPANIES HOUSE

### 1 Company details

Company number 0 9 7 4 7 9 0 8  
Company name in full ZILLA VENTURES LIMITED

For official use

→ **Filing 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 d1 d5 m0 m3 y2 y0 y1 y6

### 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 IINTOO FULHAM QUINTA LP

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

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Particulars of a charge

7

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

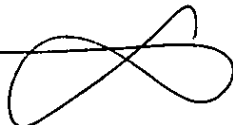
9

**Signature**

Please sign the form here

Signature

X



X

This form must be signed by a person with an interest in the charge

Signature

**MR01****Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Jordan Zubeidi

Company name Howard Kennedy LLP

Address No 1 London Bridge

London

Post town

County/Region

Postcode

S E 1 9 B G

Country United Kingdom

DX DX144370 Southwark 4

Telephone +44 (0)203 755 6000

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 9747908

Charge code: 0974 7908 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th March 2016 and created by ZILLA VENTURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st March 2016.

*px*

Given at Companies House, Cardiff on 24th March 2016



**Companies House**



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

**SHARE CHARGE**

We hereby certify this  
to be a true copy of the original  
Howard Kennedy LLP  
1 London Bridge  
LONDON <sup>EC4A 3DF</sup>  
SE1 9BG 18.3.16

**THIS DEED** is made on <sup>18</sup> March 2016 **BETWEEN:**

- (1) **ZILLA VENTURES LIMITED**, a company incorporated in England and Wales with company number 09747908 of Office 1, 62 Ballards Lane, London, N3 2BU (the "Chargor") and
- (2) **IINTOO FULHAM QUINTA LP**, a limited partnership formed under the laws of the State of Israel of 101 Rokach Ave, Tel Aviv, Israel (the "Lender")

**WITNESSES** as follows:-

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Charge, unless the context precludes:

"Charged Assets" means all or any part of the property charged to the Lender under Clause 2

"Company" means London and Fulham Limited a company registered in England & Wales with company number 09439166.

"Development Agreement" means the development agreement dated 1 February 2016 and entered into between (i) the Chargor, (ii) the Company and (iii) the Lender.

"Event of Default" has the same meaning as defined in the Loan Agreement.

"Loan Agreement" means the loan agreement dated on or around the date of this Deed and entered into by (i) the Company as borrower and (ii) the Lender as lender.

"Secured Liabilities" all present and future monies, obligations and liabilities of the Company and/or the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Development Agreement and/or the Loan Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Shares" means 17 ordinary shares comprising of 85 per cent. of all the shares in the Company.

**1.2** The Clause headings are for convenience only and have no legal effect.

**1.3** Unless otherwise stated, references to Clauses and Schedules are to Clauses of, and the Schedules to, this Charge.

**1.4** References to any legislation shall include any amendment, re-enactment or extension of that legislation

**1.5** Unless the context precludes, words importing the singular number only shall include the plural and vice versa; words importing persons shall include corporations, partnerships and associations; and references to the whole include the part and vice versa.

1.6 If any provision hereof is or becomes invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

1.7 This Charge shall bind the Chargor and its successors and permitted assigns, and shall inure to the benefit of the Lender and its successors and permitted assigns.

## **2 CHARGE AND ASSIGNMENT**

2.1 As a continuing security for the payment and discharge of the Secured Liabilities the Chargor with full title guarantee hereby charges to the Lender by way of first ranking charge all its rights, title and interest, present and future, in and to:-

2.1.1 the Shares;

2.1.2 all dividends, interest or other distributions hereafter paid or payable or made in respect of the Shares and all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the Shares, and

2.1.3 all stocks, shares, rights, money or property accruing thereto or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of the Shares;

2.2 Upon payment and discharge in full of the Secured Liabilities the Lender shall re-deliver to the Chargor all share certificates and any blank instruments of transfer held by the Lender pursuant to Clause 3 and will take whatever action necessary to release the Charged Assets from Security constituted by this Deed

## **3. DEPOSIT OF DOCUMENTS RELATING TO THE SHARES**

The Chargor shall concurrently with the execution hereof deliver to, and deposit with, Howard Kennedy LLP (subject to and in accordance with Section 6.4 (*Security*) of the Development Agreement).-

3.1 the share certificates relating to the Shares;

3.2 undated instruments of transfer in blank of the Shares duly executed by the Chargor.

## **4. CHARGOR'S COVENANTS**

The Chargor shall:-

4.1 immediately upon the issue to the Chargor of any further shares cause the share certificates in respect of 85 per cent of those shares to be delivered to Howard Kennedy LLP (subject to and in accordance with Section 6.4 (*Security*) of the Development Agreement), together with undated instruments of transfer thereof in blank;

4.2 duly and promptly pay all calls, instalments or other payments which may be made or become due in respect of the Shares as and when the same become due, failing which the Lender may (but shall not be obliged to) pay the same,

4.3 not (without the Lender's prior written consent) permit any person other than the Chargor, a trustee appointed by the Chargor, the Lender or the Lender's nominee to be registered as holder of the Shares,

4.4 not grant or agree to grant any option over any Shares or any right to convert any obligation into Shares; and

4.5 not create, permit or suffer to exist any Security whatsoever over the Charged Assets, except in favour of the Lender

**5. MAINTENANCE OF SECURITY**

The Chargor shall do or permit to be done any act or thing which the Lender may from time to time reasonably require for the purpose of enforcing the Lender's rights under this Deed subject to and in accordance with the Development Agreement.

**6 SECURITY PROVISIONS**

6.1 This Charge shall be:-

6.1.1 a continuing Security and shall not be satisfied by, any intermediate payment or satisfaction of any part of the Secured Liabilities or by any settlement of account or other matter whatsoever (whether between the Chargor and the Lender or any other person); and

6.1.2 in addition to, and not merge in, prejudice or affect any other Security (whether given by the Chargor or any other person) now or hereafter held by the Lender in respect of the Secured Liabilities and shall not be prejudiced or affected thereby or by the invalidity thereof, or by the Lender exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which the Lender may now or hereafter have or by the Lender giving time or indulgence to, or compounding with, any person liable

6.2 No failure or delay by the Lender in exercising any right, power or remedy shall operate as a waiver thereof; nor shall any single or partial exercise or waiver of any right, power or remedy preclude its further exercise or the exercise of any other right, power or remedy; nor shall any required consent given by the Lender preclude the Lender revoking such consent or giving or withholding any other or subsequently required consent.

6.3 All the rights, powers and remedies conferred on the Lender hereunder shall be cumulative and in addition to, and not a limitation of, every other right, power or remedy conferred on the Lender by this Charge or by law, and each right, power or remedy may be exercised from time to time and as often and in such order as the Lender may determine and without prior recourse to any other Security or person

6.4 If the Lender receives notice of any subsequent Security affecting the charged Assets, the Lender may open a new account for the Chargor. If the Lender does not open a new account then, unless the Lender gives express written notice to the contrary, it shall be deemed to have done so at the time when it received such notice and as from that time all payments made by, or on behalf of, the Chargor to the Lender shall be credited, or be treated as having been credited, to the new account and shall not operate to reduce the amount due from the Chargor to the Lender at the time when the Lender received such notice.

**7 THE LENDER'S POWERS**

7.1 Section 103 of the Law of Property Act 1925 shall not apply to the Security constituted by this Charge which shall become immediately enforceable upon the occurrence of an Event

of Default and after this time Lender shall be entitled without further notice or demand to exercise the power of sale and other powers conferred by Section 101 of the Law of Property Act 1925.

7.2 At any time after the Security constituted by this Charge has become enforceable in accordance with Clause 7.1, the Lender may

7.2.1 complete any blank Instruments of transfer held by the Lender in respect of the Shares in favour of itself or its nominee or nominees and to procure the registration of any such transfers;

7.2.2 exercise all voting and other rights attaching to the Charged Assets on such terms and in such manner as the Lender may in its absolute discretion think fit;

7.2.3 receive, collect, recover, sue for and, if necessary, use the name of the Chargor for the recovery of, all dividends or other distributions of profits, bonus shares and/or other moneys or property due or receivable in respect of the Charged Assets;

7.2.4 take, defend or discontinue any proceedings or submit to arbitration in respect of the Charged Assets in the name of the Chargor, or otherwise as may seem expedient to the Lender;

7.2.5 execute any deed or other document whatsoever and do all such other acts and things as may be considered by the Lender to be incidental or conducive to any of the matters or powers aforesaid

## 8 APPLICATION OF MONEYS

8.1 All moneys received by the Lender or any nominee of the Lender shall be applied in the following order:-

8.1.1 in or towards satisfaction of the Secured Liabilities in such order as the Lender may determine provided that any such amounts received from the Company have been received subject to and in accordance with Section 1.3 (*Closing Loan Advances*), and Section 4 (*Payments out of Cash Flow; Profits and Distribution out of Cash Flow*) of the Development Agreement; and

8.1.2 any surplus shall be paid to the Chargor or other person entitled thereto

8.2 Any dividends, interest or other payments in respect of the Charged Assets which may be received by the Lender or its nominee may be applied by the Lender as though they were proceeds of sale provided that any such amounts received from the Company have been received subject to and in accordance with Section 1.3 (*Closing Loan Advances*), and Section 4 (*Payments out of Cash Flow, Profits and Distribution out of Cash Flow*) of the Development Agreement.

## 9. POWER OF ATTORNEY

9.1 The Chargor hereby irrevocably and by way of Security appoints the Lender the Chargor's attorney, with full power to appoint and revoke the appointment of any substitute, to do in the Chargor's name and otherwise on the Chargor's behalf all acts and sign, seal or otherwise execute and deliver all documents which the Chargor could itself do in relation to the Charged Assets or in connection with any of the matters provided for in this Charge,



including but not limited to the execution of any transfers or other documents required to perfect the Lender's title to the Charged Assets

- 9.2 The Chargor hereby ratifies and agrees to ratify all that such attorney may lawfully do or cause to be done by virtue of the power of attorney hereby conferred.

**10. FURTHER ASSURANCE**

The Chargor shall at its own cost from time to time execute and deliver, in such form and containing such terms and conditions as the Lender may reasonably request, all deeds and documents and do all acts or things which the Lender may reasonably request:-

- 10.1 for protecting or improving the Security Intended to be created hereby, or
- 10.2 for facilitating the exercise or proposed exercise of any of the Lender's rights, powers or remedies hereunder

**11. NOTICES, DEMANDS**

- 11.1 All notices, demands or other communications under or in connection herewith may be given by letter or facsimile or other comparable means of communication addressed to the person at the address specified at the beginning of this Charge (or such other address as may be specified in writing from one party to the other) or the last facsimile number advised to the Lender by the Chargor. Any such communication will be deemed to be given as follows.

- 11.1.1 if personally delivered at the time of delivery;
- 11.1.2 if by letter, at noon any day when banks are open for business in England following the date such letter was posted; and
- 11.1.3 if by facsimile transmission or comparable means of communication during the business hours of the other party then on the day of transmission, otherwise the next following day when banks are open for business in England

- 11.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a *confirming hard copy* was provided promptly after transmission.

**12. ASSIGNMENT**

- 12.1 The Lender shall be entitled to assign this Deed to any person to whom it assigns its rights, both with respect to this Agreement and the Development Agreement, in accordance with Section 13 (*Assignability; Binding Effect*) of the Development Agreement.
- 12.2 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

**13. COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

**14 GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. The parties to this Deed submit themselves to the jurisdiction of the courts situated within England with regard to any controversy arising out of or relating to this Deed. In all other respects, to the extent of any inconsistency between the provisions of this Deed and any of the provisions of the Development Agreement, then the provisions of the Development Agreement shall prevail to the extent of such inconsistency, and this Deed shall be applied accordingly.

**THIS DEED** has been entered into at the date stated at the beginning of this Deed

**SIGNATURES**

**CHARGOR**

Executed as a deed by  
**ZILLA VENTURES LIMITED**

)  
)  
) \_\_\_\_\_  
) Director  
)

In the presence of

Signature of witness:

Name: ANNA WATTS

Address: 6 GREENHILL PARK  
BARNET  
EN5 1HG

**LENDER**

Executed as a deed for and on behalf of  
**IINTOO FULHAM QUINTA LP**

)  
)  
)

In the presence of.

Signature of witness.

Name:

Address:

## SIGNATURES

## CHARGOR

Executed as a deed by  
**ZILLA VENTURES LIMITED**

Director

**In the presence of:**

**Signature of witness:**

Name

**Address****LENDER**

Executed as a deed for and on behalf of  
**INTOO FULHAM QUINTA LP**

Eyal Ben David

In the presence of. Daniel Brandriss

Signature of witness. Daniel Brundage

Name:

Address: Haarsi 13, Jerusalem