



Registration of a Charge

Company name: **TIERRA SM4 LIMITED**

Company number: **10345764**

Received for Electronic Filing: **06/01/2017**



Details of Charge

Date of creation: **20/12/2016**

Charge code: **1034 5764 0002**

Persons entitled: **COMMERCIAL ACCEPTANCES LIMITED**

Brief description: **1 BY WAY OF LEGAL MORTGAGE ALL FREEHOLD AND LEASEHOLD PROPERTY NOW VESTED IN THE COMPANY TOGETHER WITH ALL BUILDINGS, FIXTURES AND FIXED PLANT AND MACHINERY FROM TIME TO TIME ON THAT PROPERTY. 2 BY WAY OF FIXED CHARGE ALL ESTATES OR INTERESTS IN ANY FREEHOLD AND LEASEHOLD PROPERTY OF THE COMPANY (NOT BEING PROPERTY CHARGED BY 1 ABOVE) NOW AND IN THE FUTURE VESTED IN THE COMPANY TOGETHER WITH ALL BUILDINGS, FIXTURES AND FIXED PLANT AND MACHINERY FROM TIME TO TIME ON THAT PROPERTY. 3 BY WAY OF FIXED CHARGE ALL INTELLECTUAL PROPERTY RIGHTS CHOSSES IN ACTION AND CLAIMS NOW 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.

Authentication of Form

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: **KATHERINE BURRELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10345764

Charge code: 1034 5764 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2016 and created by TIERRA SM4 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2017 .

Given at Companies House, Cardiff on 9th January 2017

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

Date

20th December

2016

DEBENTURE

(Fixed and Floating Charge)

1) COMMERCIAL ACCEPTANCES LIMITED

2) TIERRA SM4 LIMITED



SEDDONS

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This **Debenture** is dated

2nd December

2016

Parties

- (1) **COMMERCIAL ACCEPTANCES LIMITED** incorporated and registered in England and Wales with company number 1715185 whose registered office is at 100 George Street, London, W1U 8NU (**Lender**)
- (2) **TIERRA SM4 LIMITED** incorporated and registered in England and Wales with company number 10345764 whose registered office is at Kings Works Kings Road Teddington Middlesex TW11 0QB (**Borrower**)

Recitals

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)
"Assets"	means the property undertaking and assets of the Company expressed to be charged to the Lender now or hereafter under Clause 2
"Lender"	shall include unless the context otherwise requires the Lender's successors and assigns and all its branches from time to time whether in England or otherwise
"Indebtedness"	means all monies obligations and liabilities due owing or incurred to the Lender by the Company 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 bank 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 (and its rights thereunder) held by the Lender from time to time
"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 hereby charges with full title guarantee to the Lender:

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 by 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 stocks shares and loan capital of the Company in any subsidiary of the Company

2.1.4 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company

2.1.5 by way of fixed charge all book debts and other debts now and in the future due or owing to the Company

2.1.6 by way of fixed charge all intellectual property rights choses in action and claims now and in the future belonging to the Company

2.1.7 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

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 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

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 (unless held by an existing mortgagee) and all insurance policies relating to the Assets
- 3.2.2 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 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 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

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 and Administrator

- 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) 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. 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 if the Lender becomes aware of any of the matters referred to in Clause 3.2.5 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 Any Receiver or Receiver and Manager whether appointed solely or jointly pursuant to this Deed shall (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them) have the following powers (in addition to those conferred on such a receiver or receiver and manager under the Insolvency Act 1986) namely:-
 - 4.3.1 to take possession of collect and retrieve the Property
 - 4.3.2 to act generally as or to appoint a manager of the business of the Company and to carry on or authorise or concur in carrying on the business of the Company in such manner and for such period as he shall in his discretion think fit and the Lender shall approve and for that purpose to borrow money on the security of the Property in priority to this Deed or otherwise and whether from the Lender or any other person any such monies borrowed as aforesaid shall form part of the Indebtedness and shall be immediately owing to the Lender and secured by the charges created by this Deed
 - 4.3.3 to manage sell let repair decorate alter improve or add to all or any part of the Property and other (if any) property of the Company or concur in so doing and to let on hire lease and accept surrenders of leases and tenancies or concur in so doing and to charge

mortgage or otherwise deal with or dispose of any of the Property and to exchange or concur in exchanging all or any part thereof in such manner and generally on such terms and conditions as he shall think fit and with all the powers in that behalf of an absolute beneficial owner and to carry such sale letting on hire leasing surrender charge mortgage or other dealing or disposal into effect by effecting such transaction in the name or on behalf of the Company or otherwise and to give effective receipts and discharges

- 4.3.4 in particular but without prejudice to the generality of the foregoing power sell or concur in selling by public auction or private contract any of the Property upon such terms and for such consideration (whether payable by a lump sum or by instalments) as he may think fit and in particular to sell or concur in selling the business and undertaking of the Company as a going concern and to carry any such sale into effect by conveying by deed or transferring in the name and on behalf of the Company or otherwise plant machinery and other fixtures and fittings may be severed and sold separately from the premises upon which they are situate to enter into any arrangement or compromise which he may consider expedient whether in his own name or in the name or on behalf of the Company
- 4.3.5 to enter into any arrangement or compromise which he may consider expedient whether in his own name or in the name or on behalf of the Company
- 4.3.6 for all or any of the said purposes appoint managers officers employees or agents at such salaries or remuneration as he may determine
- 4.3.7 to make or require the directors of the Company to make such calls upon the shareholders of the Company in respect of any capital of the Company which may be uncalled as he may think expedient and to enforce payment of any call so made by action in his own name or on behalf of or in the name of the Company
- 4.3.8 for any of the said purposes act and take any proceedings in the name and on behalf of the Company or otherwise as he may think expedient
- 4.3.9 without any further consent by or notice to the Company exercise all or any of the powers and authorities conferred on a receiver or receiver and manager under the provisions of the Insolvency Act 1986 and/or the Law of Property Act 1925
- 4.3.10 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforementioned
- 4.3.11 to take any indemnity from the Company from and against all actions claims expenses demands and liabilities whether arising out of contract or out of tort or in any other way incurred by him or by any manager agent officer servant or workman for whose debt default of miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under this Deed or under any appointment duly made under the provisions of this Clause and if he thinks fit but without prejudice to the foregoing to effect with any insurance company or office or underwriters any policy or policies of insurance either in lieu or satisfaction of or in addition to such indemnity from the Company
- 4.3.12 to make any arrangements or compromise which he shall think expedient in the interest of the Lender
- 4.3.13 to make such repairs improvements and renewals to such of the plant machinery and other effects of the Company or any subsidiary as he shall think fit
- 4.3.14 to obtain all planning permissions building regulation approvals and other permissions consents or licences for the development of the Property or any part thereof and to effect complete and/or carry out any development building or other works (including any works

in progress on the Property or any part thereof at the date of his appointment) as he shall in his absolute discretion think fit and to require the Lender to lend to the Company such monies as may be required to enable the Company to effect complete and/or carry out any such works as aforesaid any monies borrowed by the Company as aforesaid shall form part of the Indebtedness and shall be immediately owing to the Lender and secured by the charges created by this Deed

- 4.4 Any receiver or receiver and manager whether solely or jointly so appointed shall be deemed to be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration subject to the provisions of this Deed
- 4.5 The Lender shall not nor shall any receiver or receiver and manager appointed hereunder be liable to account as mortgagee or mortgagees in possession in respect of the Property or any part thereof or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Property or any part thereof for which the mortgagee in possession might as such be liable and all costs charges and expenses incurred by the Lender or any receiver or receiver and manager appointed hereunder (including the costs of any proceedings to enforce the security hereby given) shall be paid by the Company on a solicitor and own client basis and shall be charged on the Property
- 4.6 The foregoing powers of appointment of a receiver or receiver and manager shall be in addition to and not to the prejudice of any statutory and other powers of the Lender or any receiver or receiver and manager appointed hereunder under the Insolvency Act 1986 and so that such powers shall be and remain exercisable by the Lender in respect of any part of the Property in respect of which no appointment of a receiver or receiver and manager by the Lender shall from time to time be subsisting or notwithstanding that an appointment under the provisions hereof shall subsist in respect of any other part of the Property
- 4.7 Any monies received under this Debenture shall be applied
 - 4.7.1 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
 - 4.7.2 secondly in or towards satisfaction of the Indebtedness in such order as the Lender shall determine
 - 4.7.3 thirdly the surplus (if any) shall be paid to the person or persons entitled to it
- 4.8 It is agreed that the Lender can appoint an Administrator in accordance with paragraph 14 in Schedule B1 of the Insolvency Act 1986 as inserted by Schedule 16 of the Enterprise Act 2002 and paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Floating Charge

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 or any part of the Property may be exercised by the Company without the Lender's prior written consent. Section 93 of the Law of Property Act 1925 shall not apply
- 5.2 By notice in writing to the Company the Lender may at any time convert the floating charge created by Clause 2.1.7 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 Lender 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 2.1.7) 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
 - 5.3.3 in addition to any rights powers and remedies at law
 - 5.3.4 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
 - 5.3.5 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
- 5.4 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
- 5.5 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

6 Power

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 to any of the above purposes

7 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 bear interest accordingly and shall be charged on the Assets

8 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

9 Notices

- 9.1 Any demand notice or other communication by the Lender may be delivered personally to the Company or sent to the Company by post 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 on such delivery (where delivered

personally) and immediately on sending (where sent by telemesssage cable telex or telecopier) whether or not it is actually received

- 9.2 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

10 Law

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

IN WITNESS whereof this document has been executed as a Deed the day and year first before written

EXECUTED (but not delivered until the
Date inserted herein) as a Deed on
behalf of **COMMERCIAL ACCEPTANCES LIMITED**
by:

Director

Director/Secretary

EXECUTED as a deed by
TIERRA SM4 LIMITED
acting by a director
in the presence of



Director

Witness Signature

Witness Name

Witness Address

Witness Occupation



MILES FISH
SOLICITOR
DWFM BECKMAN
101 WIGMORE STREET
LONDON W1U 1FA