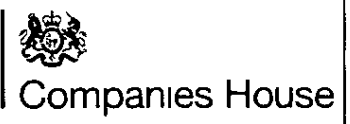


23/27147

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

MR01

Particulars of a charge



Go online to file this information
www.gov.uk/companieshouse

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

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 M

For further information, please refer to our guidance at www.gov.uk/companieshouse

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 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. Do not send the original.

WEDNESDAY



A32 *A5GHCAOQ* #500
28/09/2016
COMPANIES HOUSE

1

Company details

Company number 0 9 5 9 8 3 5 0

Company name in full 52WHC LIMITED

For official use

1

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 d 2 d 3 m 0 m 9 y 2 y 0 y 1 y 6

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 ANGELO AUGUSTO FERRARI ✓

Name

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

MRO1
Particulars of a charge

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

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"

Brief description

Suite 52 Whitehall Court London SW1A 2EL



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 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

Salvatore Giuseppe Ferraro

X

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

MRO1

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
Roger Ford

Company name
Russell-Cooke LLP

Address
Bishops Palace House

Post town
Kingston Upon Thames

County/Region
Surrey

Postcode
K T 1 1 Q N

Country
England

DX
31546 Kingston Upon Thames

Telephone
020 8541 2030

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9598350

Charge code. 0959 8350 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2016 and created by 52WHC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2016.

A handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke.

Given at Companies House, Cardiff on 4th October 2016



Companies House



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

Legal Charge

(1) **52WHC Limited**

(2) **A. A. FERRARI**

Dated *23rd September* 2016

I certify that this is a true and complete copy of the original

Date *27th September 2016*

Signature *[Handwritten Signature]*

Qualification *Solicitor*

RUSSELL-COOKE SOLICITORS

Bishops Palace House
Kingston Bridge
Kingston-Upon-Thames
Surrey KT1 1QN
Tel 020 8546 6111

RUSSELL-COOKE SOLICITORS

Bishops Palace House
Kingston Bridge
Kingston-Upon-Thames
Surrey KT1 1QN
Tel: 020 8546 6111
Ref: 162434-1 (IRF)

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OP

This Deed is made on 23rd September 2016

Between:

- (1) 52WHC LIMITED (company number 09598350) of registered office 52 Whitehall Court London SW1A 2EL (the "Borrower"), and
- (2) Angelo Augusto Ferrari of Alameda Quinta do Lago, 70 , Itupeva-SP, Brazil ("the Lender")

Background:

- (A) This Deed is supplemental to the Loan Agreement (as defined below) pursuant to which the Borrower is bound to pay the Lender an amount, and at a time, determined in accordance with the terms of the Loan Agreement
- (B) The Borrower is entering into this Deed pursuant to clause 2 (*Loan*) of the Loan Agreement in order to charge the Property (as defined below) in order to secure the moneys and liabilities covenanted to be paid by the Borrower in the Loan Agreement.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 Unless the context otherwise requires, words or expressions defined in the Loan Agreement shall have the same meaning in this Deed In this Deed

"Loan Agreement" means the loan agreement dated on or about the date of this Deed and made between the Lender and the Borrower under which the Lenders have made available certain facilities to the Borrower

"Property" means the property described in the Schedule to this Deed (excluding any part of the Property which is released from the terms of this Deed by the Lender pursuant to the provisions of the Loan Agreement)

"Secured Sums" means the all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under the Loan Agreement and this Deed except for any borrowing regulated by the Consumer Credit Act 1974

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

12 **Interpretation**

- (a) Unless the context otherwise requires the interpretative provisions set out in the paragraphs below shall apply in this Deed
- (b) References to any party to this Deed shall be construed so as to include that party's respective successors in title, permitted assigns and permitted transferees
- (c) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing"
- (d) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing
- (e) **"Property"** includes any interest (legal or equitable) in real or personal property and anything in action
- (f) **"Receiver"** means any receiver and manager appointed under Clause 10 (*Appointment of a Receiver*) and (where the context permits) includes any substituted receiver and manager or receivers and managers
- (g) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly
- (h) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and **"written"** has a corresponding meaning
- (i) References to this Deed to any other document include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or such other document
- (j) The singular shall include the plural and vice versa and any gender shall include the other genders
- (k) Clauses, paragraphs and Schedules shall be construed as references to clauses and paragraphs of, and schedules to, this Deed

- (l) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances
- (m) Headings in this Deed are inserted for convenience and shall not affect its interpretation
- (n) In the event of any inconsistency between the provisions of this Deed and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail
- (o) If there are two or more parties comprised in the expression the "Borrower" then:
 - (i) any reference to the "Borrower" shall where the context permits include all or any one or more of such parties;
 - (ii) all covenants and agreements herein contained or implied on the part of the Borrower shall be deemed to be joint and several covenants on the part of such parties,
 - (iii) if for any reason whatsoever this Deed shall not be, or shall cease to be, binding on and effective against one or more of such parties, then this Deed shall take effect as a charge over or assignment of the beneficial interest of the other such party or parties in the Property and over such other estate, right, title or interest in the Property as such other party or parties may have,
 - (iv) any demand made under this Deed shall be deemed to have been duly made if made on any one or more such parties, and
 - (v) if any one or more of such parties is not bound by the provisions of this Deed (whether by reason of its or their lack of capacity or improper execution of this Mortgage or for any other reasons whatsoever) the remaining party or parties shall be and remain bound by the provisions of this Deed as if such other party or parties had never been party hereto.

13. Trusts

The perpetuity period for any trusts created by this Deed is 125 years

14 Effect as a Deed

This Deed is intended to take effect as a deed

2. Covenant to pay

2.1 Covenant to pay

The Borrower hereby covenants that it will, on the Lender's written demand, pay or discharge to the Lender the Secured Sums in the manner and at the times provided in the Loan Agreement

2.2. Proviso

The covenants contained in this Clause and the Security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law

2.3 Demands

- (a) The making of one demand shall not preclude the Lender from making any further demands
- (b) Any third party dealing with the Lender or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed

3. Charging Clause

The Borrower with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Lender by way of legal charge all of the Property together with all buildings, fixtures and fixed plant and machinery at any time thereon

4. Incorporation of provisions

All of the covenants, provisions and powers contained in or subsisting under the Loan Agreement shall be applicable for securing all of the moneys and liabilities hereby secured and for defining and enforcing the rights of the Parties under this Deed as if such covenants, provisions and powers had been set out in full in this Deed, with the appropriate changes having been made

5. Application to the Land Registry

In relation to each register of title of the Property, the Borrower consents to the Lender (or its solicitors) at any time submitting to the Land Registry the following, at any time:

a form RX1 (application to register a restriction) in the following terms.

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of the Lender referred to in the charges register or their conveyancer”

6. Negative pledge

The Borrower shall not, without the prior written consent of the Lender, create, or agree or attempt to create, or permit to subsist, any Security or any trust over the Property

7. Further assurance

The Borrower shall, promptly on the Lender’s written demand, and at the cost of the Borrower, do all such acts and execute all such documents as the Lender may reasonably specify and in such form as the Lender may reasonably require (provided that the provisions are no more onerous than the provisions of this Deed) in order to perfect this Deed

8. Continuing Security

This Deed shall be a continuing security for the Secured Sums and shall not be discharged by any intermediate payments or settlement of accounts or other matters but shall be binding until all the Secured Sums have been unconditionally and irrevocably discharged in full

9. Costs, expenses and liabilities

The Borrower will, within three (3) Business Days of the Lender’s written demand, pay to the Lender, on a full indemnity basis, the amount of all reasonable costs and expenses (including legal, valuation, accountancy and consultancy fees and disbursements and out of pocket expenses) and any VAT thereon incurred by the Lender in connection with the exercise, enforcement and/or preservation of any of its rights under this Deed (or any of the documents contemplated by this Deed) or any proceedings instituted by or against the Lender in any jurisdiction

10. Appointment of Receiver

10.1. Appointment

At any time after:

- (a) a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to the Borrower for a voluntary arrangement under Part 1 of the Insolvency Act 1986;
- (b) notices to creditors are sent out under section 98 of the Insolvency Act 1986 in relation to the Borrower,

- (c) a proposal is made in relation to the Borrower for a voluntary arrangement under Part 1 of the Insolvency Act 1986,
- (d) a step or proceeding is taken in relation to the Borrower with a view to seeking a moratorium, or
- (e) a request has been made by the Borrower to the Lender for the appointment of a Receiver or an administrator over the Property or in respect of the Borrower

this Deed shall become enforceable and the Lender may (unless precluded by law) appoint in writing any person or persons to be a receiver or receiver and manager or receivers and managers of the Property, provided that this Deed shall not be enforceable in respect of any of the events referred to in paragraphs (a) to (d) above if it relates solely and directly to any winding up petition which is frivolous or vexatious and is discharged, stayed or dismissed within fourteen (14) days of commencement

10.2 Power to act separately

Where more than one Receiver is appointed, the appointees shall have power to act separately unless the Lender shall specify to the contrary

10.3 Receiver's remuneration

The Lender may from time to time determine the reasonable remuneration of a Receiver

10.4 Removal of Receiver

The Lender may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from the Property, of which he is the Receiver

10.5 Further appointments of a Receiver

Such an appointment of a Receiver shall not preclude.

- (a) the Lender from making any subsequent appointment of a Receiver over the Property over which a Receiver has not previously been appointed or has ceased to act; or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act

10 6. Receiver's agency

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Lender

10 7 Powers of a Receiver

The Receiver may exercise all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) to take possession of, collect and get in all or any part of the Property and for that purpose to take any proceedings as he shall think fit;
- (b) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of the Property without the need to observe any of the provisions of Section 99 and 100 of the Act, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, shares or securities of another company or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Borrower,
- (c) sever any plant, machinery and fixtures from the Property to which they are attached and/or sell them separately,
- (d) make any arrangements or compromise which the Lender or he shall think fit,
- (e) to repair, insure, protect, improve, develop, enlarge, reconstruct or replace the Property and commence and/or complete any building operations or works or construction or furnishing on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- (f) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (g) to acquire any further property, assets or rights, whether by purchase, lease or otherwise and to charge any such further property, assets or rights,
- (h) to raise or borrow money for any purpose specified in this Clause and so that the Receiver may charge all or any of the Property with the repayment of such money and interest on it in priority to this security;

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- (i) to provide such facilities and services for tenants and generally to manage the Property in such manner as he shall think fit;
- (j) to sign any stock transfer form or other assignment or transfer of any share or right of membership in any management company in which the Borrower has a share or right of membership;
- (k) to make any arrangement or compromise which the Lender or he shall think fit,
- (l) to exercise all the powers conferred on the Borrower by any statute, deed or contract in respect of all or any part of the Property;
- (m) to sever and sell any plant, machinery and fixtures separately from the property to which they are attached,
- (n) to bring or defend any proceedings in the name of the Borrower in relation to any of the Property,
- (o) to exercise all voting and other rights attaching to stocks, shares and other securities owned by the Borrower and charged by this Deed,
- (p) if the Property is leasehold to vary the terms of or surrender any lease and/or take a new lease of the Property or any part of it on such terms as he shall think fit and so that any new lease shall become charged to the Lender on the terms of this Deed so far as it is applicable and to execute a formal legal charge over any such lease in favour of the Lender in such form as it may require;
- (q) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Borrower and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (r) pay the proper administrative charges of the Lender in respect of time spent by its agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Borrower
- (s) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Property

11. Power of attorney

The Lender by way of security irrevocably appoints the Lender and any Receiver and each of them severally to be the attorney of the Borrower (with full powers of substitution and delegation) for the Borrower in its name and on its behalf and as its act and deed to sign,

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seal, execute, deliver and perfect all deeds, instruments, notices and documents and to perform all acts and things which the Borrower ought to do (but has failed to do s within five Business Days of demand) under the covenants and provisions contained in this Deed and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by this Security or by the Act on the Lender or any Receiver for carrying into effect any sale or lease, charge, mortgage or dealing by the Lender or by any Receiver or for giving to the Lender or any Receiver the full benefit of this Security and generally to use the name of the Borrower in the exercise of all or any of the powers, authorities or discretions conferred on the Lender or any Receiver. The Borrower shall do or purport to do by virtue of this clause and any money expended by any such attorney shall be deemed to be an expense recoverable from the Borrower under this Deed

12. Release of Security

12.1 Redemption

Subject to Clause 8 (*Continuing Security*), if all Secured Sums have been unconditionally and irrevocably paid in full, the Lender will (promptly and at the request and cost of the Borrower), execute and do all such reasonable acts as may be necessary to release the Property from the Security constituted by this Deed and to remove this Deed and any corresponding restrictions on title from the title to the Property. Such release shall not prejudice the rights of the Lender under Clause 9 (*Costs, expenses and liabilities*)

12.2. Avoidance of payments

If the Lender considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of the Lender under this Deed and the Security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid

13. Third party rights

13.1 Exclusion of Contracts (Rights of Third Parties) Act 1999

No person other than a party to this Deed shall have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Deed

13.2. Rights to vary

The parties to this Deed may by agreement vary any term of this Deed (including this Clause 13) without the necessity of obtaining any consent from any other person

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14 Forbearance, severability, variations and consents

14.1 *Delay etc*

All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of the Lender exercising, delaying in exercising or omitting to exercise any of them

14.2. *Severability*

No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable

14.3 *Illegality, invalidity, unenforceability*

Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed

14.4 *Variations*

No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Lender and the Borrower

14.5. *Consents*

Any consent of the Lender may be given absolutely or on any terms and subject to any conditions as the Lender may determine in its entire discretion

15 Counterparts

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

16 Governing law

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

17. Enforcement

17.1 The courts of England shall have exclusive jurisdiction to settle any claim dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim

for set-off or the legal relationships established by this Deed (a "Dispute")), only where such Dispute is the subject of proceedings commenced by the Borrower

- 17 2 Where a Dispute is the subject of proceedings commenced by the Lender, the Lender is entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England) If the Borrower raises a counter-claim in the context of proceedings commenced by the Lender, the Borrower shall bring such counterclaim before the court seized of the Lender's claim and no other court
- 17 3 The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Lender from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- 17 4 To the extent allowed by law, the Borrower irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

THIS DEED has been executed by the Borrower as a deed and by the Lender and it shall take effect on the date stated at the beginning of this document

CD

Schedule

The Property

Name of the Chargor/Registered Proprietor	Description of Property	Title Number
52WHC Limited	Suite 52 Whitehall Court London SW1A 2EL	NGL790553

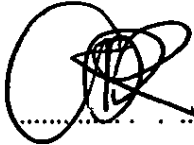
Signatures

The Chargor

Executed as a Deed by


52WHC Limited acting by

the authorised signature of



Charlotte Ann Denton a Director in the

presence of.

Witness Signature: 

Name. C. DAVISON-MAHY

Address MORROWIND, ROUTE DES COUTANCHER, ST. SAMPSONS
Q42 4GA

Occupation SALES MANAGER