



Registration of a Charge

Company name: **GFZ INVESTMENTS LIMITED**

Company number: **06732858**

Received for Electronic Filing: **09/05/2018**



X75MDQJE

Details of Charge

Date of creation: **30/04/2018**

Charge code: **0673 2858 0017**

Persons entitled: **EFG PRIVATE BANK LIMITED**

Brief description: **ALL SUMS OF MONEY IN ANY CURRENCY OR CURRENCY UNIT NOW OR AT ANY TIME HEREAFTER STANDING TO THE CREDIT OF THE COMPANY'S ACCOUNT (AS THE SAME MAY BE RENEWED, REDESIGNATED OR RENUMBERED FROM TIME TO TIME AND INCLUDING ANY OTHER ACCOUNT OF THE COMPANY WITH THE CHARGE TO WHICH ALL OR ANY PART OF THE MONEY STANDING TO THE CREDIT OF THE ABOVE-MENTIONED ACCOUNT MAY BE TRANSFERRED) TOGETHER WITH ALL ENTITLEMENTS TO INTEREST AND OTHER RIGHTS AND BENEFITS ACCRUING TO OR ARISING IN CONNECTION WITH SUCH MONEY.**

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: **MEMERY CRYSTAL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6732858

Charge code: 0673 2858 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2018 and created by GFZ INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2018 .

Given at Companies House, Cardiff on 11th May 2018

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

CHARGE OVER DEPOSITS BY A COMPANY FOR ITS OWN LIABILITIES

Date: 30 April 2018

(1) Name and address of Chargor GFZ Investments Limited of 2 St Andrews Place, Lewes, East Sussex BN7 1UP

Account 600038

(2) EFG Private Bank Limited, Leconfield House, Curzon Street, London W1J 5JB

THIS CHARGE OVER DEPOSITS is made on the above date between (1) the above-named chargor ("the Chargor", which expression shall include the successors and assigns of the above-named chargor) and (2) EFG Private Bank Limited ("the Bank").

IT IS HEREBY AGREED as follows:-

1.1 Undertaking to Pay

The Chargor undertakes on demand to pay and discharge to the Bank all money and liabilities now or at any time hereafter due, owing or incurred to the Bank by the Chargor in whatever manner, whether actually or contingently, solely or jointly, as principal or surety, together with interest, discount, commission and all other charges and expenses for which the Chargor may be or become liable to the Bank ("the Secured Sums").

1.2 In the event that:-

- (a) any amount in existence on the date of this Deed is lawfully payable by any party in any other currency replacing the currency in which such amount is denominated; or
- (b) any amount in existence after the date of this Deed is lawfully payable by any party in any other currency other than that in which such amount was originally denominated or in any currency unit,

the Bank shall determine the currency or currency unit in which the relevant amount shall be paid.

2. Charge and Assignment

2.1 The Chargor, with full title guarantee, hereby charges by way of first fixed charge the Deposits as continuing security for the payment and discharge of the Secured Sums.

For the purposes of this Deed, the term "Deposits" shall mean all sums of money in any currency or currency unit now or at any time hereafter standing to the credit of the above-mentioned account (as the same may be renewed, redesignated or renumbered from time to time and including any other account of the Chargor with the Bank to which all or any part of the money standing to the credit of the above-mentioned account may be transferred, "the Account") together with all entitlements to interest and other rights and benefits accruing to or arising in connection with such money.

The Chargor shall be liable under its full title guarantee covenants for anything which:-

- (i) at the time of this security is within the actual knowledge; or
- (ii) is a necessary consequence of facts that are then within the actual knowledge

of the Bank and accordingly Section 6 (2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this security.

2.2 During the term of this security (and notwithstanding any express or implied term pursuant to which any of the Deposits is or may be deposited with or paid to or held by the Bank) the Deposits (or any part thereof) shall only be repayable on (i) the Chargor making a written request to the Bank for repayment thereof or for payment of interest thereon and (ii) the Bank agreeing in writing to release the security insofar as it concerns the Deposits (or the relevant part thereof) or such interest. Any repayment permitted by the Bank shall not be deemed to be a release of this security over any other money or interest then or at any time thereafter forming part of the Deposits or accrued thereon. For the avoidance of doubt, the Chargor and the Bank agree that the terms of this Deed shall override the terms applicable to the Deposits.

2.3 The Bank is hereby irrevocably empowered and authorised as the Chargor's attorney to execute such documents and give such instructions as may be required to give effect to this Deed including (without limitation) instructions for the withdrawal of any sums which the Bank may have placed on the Chargor's behalf with any third party and for the use of any money or interest subject to this security to purchase any currency or currencies or currency units as the Bank sees fit and so that any such action may be taken by the Bank in the Chargor's name and at the Chargor's expense. The Chargor undertakes to ratify and confirm all things done and all documents executed by the Bank in the exercise of the power of attorney hereby conferred.

2.4 The Chargor undertakes forthwith upon demand to execute and sign all documents and do all such acts and things as the Bank may require or determine to be necessary for the purposes of this security or in connection herewith.

EFG PRIVATE BANK LIMITED

3. **Set-Off and Breaking of Deposits**

- 3.1 The Bank may at any time and without notice to the Chargor or further or other consent from the Chargor set-off or transfer amounts from time to time comprising the Deposits (or any part thereof) in or towards satisfaction of all or any part of the Secured Sums and/or combine the Account with any other account held by the Chargor with the Bank which is in debit. The rights contained in this Clause 3.1 shall be without prejudice to and in addition to any other remedy of set-off, combination or consolidation of accounts or any lien which the Bank may have.
- 3.2 The Bank shall not be liable for any loss sustained by the Chargor in consequence of the exercise of any of its rights under this Deed including (without limitation) any loss of interest caused by the ending before maturity of the Deposits (or any part thereof) or by the fluctuation in any exchange rate at which currency or currency units may be bought or sold by the Bank.

4. **Representations and Warranties**

- 4.1 The Chargor hereby represents and warrants to the Bank and undertakes that, on the date hereof, and at all times during the subsistence of this Deed:-
- (a) the Chargor is and will be the sole and lawful owner of all the Deposits free from any mortgage, charge, pledge, lien or other encumbrance (hereinafter referred to as an "Encumbrance") (other than as created pursuant to Clause 2 above or permitted pursuant to Clause 5 below);
 - (b) the Chargor has not and will not sell, agree to sell or otherwise dispose of the benefit of all or any part of the Chargor's right, title and interest in and to the Deposits or any part thereof; and
 - (c) this Deed constitutes the legal, valid and binding obligation of the Chargor and is an effective security over the Deposits and every part thereof.
- 4.2 If the Chargor is a company, the Chargor further represents and warrants to the Bank and undertakes that, on the date hereof and at all times during the subsistence of this Deed, the Chargor has (and will at all times maintain) the necessary power to enable it to enter into and perform the obligations assumed by it hereunder and all necessary authorisations required to enable or entitle the Chargor to enter into and perform its obligations hereunder have been obtained and are in full force and effect and will remain in full force and effect during the subsistence of this Deed.

5. **Negative Pledge**

- 5.1 The Chargor shall not, without the Bank's prior written consent, create, grant or permit to subsist any Encumbrance (other than in the Bank's favour) on or over the Deposits or any part thereof or (where the Chargor is a company) any floating charge which ranks or purports to rank in priority to or pari passu with the security created pursuant to Clause 2 above.
- 5.2 The Chargor shall not assign, transfer or otherwise dispose of any part of its rights or benefits hereunder or otherwise in respect of the Deposits (or any part thereof) nor shall any such rights or benefits be capable of assignment, transfer or other disposal.

6. **Currency Conversions**

- 6.1 Any moneys received, recovered or realised or subject to application or set-off by the Bank hereunder (including the proceeds of any previous conversions under this clause) may be converted by the Bank in accordance with Clause 6.2 below from their existing currency or currency unit into their equivalent in such other currency or currency unit as the Bank may think fit.
- 6.2 The equivalent on any day in one currency or currency unit of an amount denominated in another currency or currency unit shall be an amount in the first currency or currency unit equal to the amount which the Bank would have received if the Bank had on such day (or if that is not a business day, on the next business day) made a purchase of the first currency or currency unit with such amount of such other currency or currency unit at the then prevailing spot rate of exchange of the Bank less all costs, charges and expenses normally incurred by the Bank or on its behalf in connection with such a purchase.

7. **Accounts**

- 7.1 The Bank shall on receiving notice that the Chargor has encumbered or disposed of the Deposits or any part thereof be entitled to close the Chargor's then current account or accounts and to open a new account or accounts with the Chargor and (without prejudice to any rights of the Bank to combine accounts) no money paid in or carried to the Chargor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Chargor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the Secured Sums due from the Chargor to the Bank at the time when it received such notice.
- 7.2 The Bank is to be at liberty without prejudice to any other rights the Bank may have, at any time and from time to time to place and keep, for such time as the Bank may think prudent, any money received, recovered or realised under or by virtue of this security to or at a separate or suspense account, to the credit either of the Chargor or of the Bank as the Bank shall think fit, without any intermediate obligation on the Bank's part to apply the same or any part thereof in or towards the discharge of the Secured Sums.
- 7.3 If the Bank shall at any time receive notice as contemplated in Clause 7.1 above the Bank may, without prior notice to the Chargor, forthwith combine any account of the Chargor in its books with, or transfer all or any part of any balance standing to the credit of any such account to, any other account of the Chargor in its books which is in debit.

8. **Payment of Cheques**

The Chargor agrees that the Bank shall be entitled to disregard the Deposits in deciding whether the Bank is bound to make payment upon any cheque, bill, note or order drawn or accepted by the Chargor or on which the Chargor may be otherwise liable.

9. **Miscellaneous**

- 9.1 This Deed shall be additional to and shall not be prejudiced by any other security which the Bank may at any time hold for any of the Secured Sums. No prior security held by the Bank over the whole or any part of the Deposits shall merge in or with the security constituted by Clause 2 above.
- 9.2 Nothing contained herein shall operate to prejudice or affect any bill, note, guarantee, mortgage, pledge, charge or other security of any kind whatsoever which the Bank may have for the Secured Sums or any of them or any right, remedy or privilege of the Bank thereunder.
- 9.3 The rights, powers and remedies provided for herein are not and shall not be construed as exclusive of any right of set-off or other rights, powers and remedies provided for by law.
- 9.4 No delay or omission of the Bank in exercising any right, power or privilege hereunder shall operate to impair such right, power or privilege or be construed as a waiver thereof and any single or partial exercise of any right, power or privilege shall not in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 9.5 If any provision of this Deed becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- 9.6 All costs, charges, losses and expenses (including all professional fees and disbursements and value added tax thereon) and all other sums paid or incurred by the Bank under or in connection with this Deed or the enforcement or preservation of the Bank's rights hereunder will be recoverable (on a full indemnity basis) from the Chargor as a debt payable on demand, may be debited to any account of the Chargor and shall be charged on the Deposits.
- 9.7 The provisions of Section 93 and Section 103 of the Law of Property Act 1925 shall not apply to this security.
- 9.8 The Chargor confirms that it will consent to amendments being made to this Deed in the event that the Bank shall notify it that an amendment requires to be made hereto such as to ensure that the terms of this Deed or any other document entered into pursuant to this Deed reflects market practice at such time with regard to the introduction of monetary union within all or any part of the European Union.
- 9.9 The parties agree that the occurrence or non-occurrence of an event associated with economic and monetary union within all or any part of the European Union will not of itself result in the discharge, cancellation, rescission or termination, in whole or in part, of, or give a party the unilateral right to cancel, rescind, terminate or vary, in whole or in part, this Deed.

10. **Service of Demands and Notices**

Each notice, request, demand or other document to be given or made under this Deed shall be in writing addressed to the relevant party at its address, telex or facsimile number specified in the Schedule (or such other address as may be notified to the other party for this purpose) and any notice, request, demand or other document to be given to the Chargor shall be deemed made (i) if given by telex or facsimile, when dispatched, (ii) if given by post, 2 business days after posting addressed as set out above or (iii) if given by hand, when left at that address.

11. **Third Parties**

A person who is not party to this legal charge shall have no right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

12. **Governing Law**

- 12.1 This Deed will be governed and construed in all respects in accordance with English law.
- 12.2 The Chargor hereby submits to the non-exclusive jurisdiction of the English Courts in respect of any dispute arising under or in connection with this Deed but acknowledges that the Bank shall have the right, in its absolute discretion, to initiate proceedings in the courts of any other relevant jurisdiction.
- 12.3 The Chargor hereby consents to any action or proceeding being brought in the English courts to execute or otherwise to enforce any judgment in respect of this Deed obtained against the Chargor or any of the Chargor's property.
- 12.4 Any process or other document connected with proceedings in the English Courts relating to this Deed will be treated for all purposes as having been duly served on the Chargor (if a foreign incorporated company or an individual situate or resident abroad) if received by the process agent named in the Schedule at its registered office address specified therein (or other its registered office for the time being).
- 12.5 Nothing in this Clause 12 shall exclude or limit any right which the Bank may have (whether under any law, international convention or otherwise) with regard to the bringing of proceedings, the service of process, the recognition or enforcement of a judgment or any similar or related matter in any jurisdiction.

IN WITNESS WHEREOF these presents were executed as a Deed on the day and year set out above.

THE SCHEDULE REFERRED TO ABOVE
(Address for Service, Telex and Facsimile Numbers)

THE BANK

EFG Private Bank Limited
Leconfield House, Curzon Street, London W1J 5JB

Telex no: 262175

Facsimile no: 0207-872 3706

THE CHARGOR

GFZ Investments Limited
2 St Andrews Place, Lewes, East Sussex, BN7 1UP

Telex no:

Facsimile no:

CHARGOR'S PROCESS AGENT (see Clause 12.4)

(Full name and address in capitals)

Telex no:

Facsimile no:

SIGNATURE(S) PAGE

| | | | |
|--|-----------------------------------|-------------|---|
| EXECUTED AS A DEED BY GFZ INVESTMENTS LIMITED: | | | |
| ACTING BY: | | | |
| Signed: | x <i>Joseph Noel Leonard</i> | Signed: | x <i>Andrew John Melrose</i> |
| Print name: | x JOSEPH NOEL LEONARD DIRECTOR | Print name: | x ANDREW JOHN MELROSE DIRECTOR/SECRETARY |

(Or, if executed by a sole director)

| | | | |
|--|---------------|-------------------------------|---|
| EXECUTED AS A DEED BY GFZ INVESTMENTS LIMITED: | | IN THE PRESENCE OF (WITNESS): | |
| Signed: | x | Signed: | x |
| Print name: | x DIRECTOR | Name of witness: | x |
| | | Address of witness: | x |
| | | Occupation of witness: | x |