



**Registration of a Charge**

Company Name: **TALLYA INVESTMENT COMPANY LIMITED**

Company Number: **00661356**



Received for filing in Electronic Format on the: **16/10/2023**

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**Details of Charge**

Date of creation: **04/10/2023**

Charge code: **0066 1356 0006**

Persons entitled: **KHK ONE LIMITED**

Brief description: **2. CHARGE 2.1 THE COMPANY HEREBY COVENANTS ON DUE DEMAND TO PAY OR DISCHARGE THE INDEBTEDNESS TO THE LENDER. AS SECURITY FOR THE PAYMENT AND DISCHARGE OF THE INDEBTEDNESS, THE COMPANY HEREBY CHARGES TO THE LENDER, WITH FULL TITLE GUARANTEE: 2.1.1 BY WAY OF LEGAL MORTGAGE, ALL FREEHOLD AND LEASEHOLD PROPERTY NOW VESTED IN THE COMPANY INCLUDING AS MORE PARTICULARLY DESCRIBED IN THE SCHEDULE HERETO, 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 THE GOODWILL AND UNCALLED CAPITAL FOR THE TIME BEING OF THE COMPANY; 2.1.4 BY WAY OF FIXED CHARGE, ALL BOOK DEBTS AND OTHER DEBTS NOW AND IN THE FUTURE DUE OR OWING TO THE COMPANY; 2.1.5 BY WAY OF FIXED CHARGE, ALL INTELLECTUAL PROPERTY RIGHTS, CHOSES IN ACTION AND CLAIMS NOW AND IN THE FUTURE BELONGING TO THE COMPANY; 2.1.6 BY WAY OF FIXED CHARGE ALL STOCKS SHARES AND OTHER SECURITIES HELD BY THE COMPANY FROM TIME TO TIME IN ANY SUBSIDIARY AND ALL INCOME AND RIGHTS DERIVED FROM OR ATTACHING TO THEM; 2.1.7 BY WAY OF FIXED CHARGE ALL STOCKS SHARES AND OTHER SECURITIES OF THE COMPANY PRESENT AND FUTURE (EXCEPT THOSE CHARGED**

**BY CLAUSE 2.1.6) AND ALL INCOME AND RIGHTS DERIVED FROM OR ATTACHING TO THEM; AND 2.1.8 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. PLEASE REFER TO THE INSTRUMENT FOR FURTHER INFORMATION.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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### **Authentication of Form**

**This form was authorised by: a person with an interest in the registration of the charge.**

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### **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: JURY O SHEA LLP**



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

Company number: 661356

Charge code: 0066 1356 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2023 and created by TALLYA INVESTMENT COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2023 .

Given at Companies House, Cardiff on 19th October 2023

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**

DATED 4 October 2023

- (1) TALLYA INVESTMENT COMPANY LIMITED
- (2) KHK ONE LIMITED

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DEBENTURE

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Debenture

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**THIS DEBENTURE** is made on

4 October 2023

**BETWEEN:**

- (1) **TALLYA INVESTMENT COMPANY LIMITED** registered and incorporated in England and Wales with company number 00661356 whose registered office is Unit D2, Tariff Road, London, England N17 0DY (**Company**)
- (2) **KHK ONE LIMITED** registered and incorporated in England and Wales with company number 12967470 whose registered office is 7 Stratford Place London W1C 1AY (**Lender**)

**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).
"Administrator"	has the meaning given to it in clause 4.1.
"Assets"	means the property, undertaking and assets of the Company expressed to be charged to the Lender now or hereafter under clause 2.
"the Bank"	means such United Kingdom clearing bank as the Company shall choose and the Lender shall approve (such approval not to be unreasonably withheld or delayed).
"Environmental Laws"	means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment.
"Event of Default"	means any of the events listed in clause 5.
"Indebtedness"	means all the Company's present or future indebtedness to the Lender on any account whatsoever whether solely or jointly with any other person or persons including (without limitation) indebtedness pursuant to any loan agreement or facility letter or obligations with respect to guarantees and indemnities, and whether present, future, actual or contingent and whether incurred solely, severally or jointly with any other person and whether in sterling or in any other currency TOGETHER WITH interest 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.
- 1.3 References to legislation or regulation include all subsequent amendments or re-enactments thereof.
- 1.4 References to 'the Lender' shall include the Lender's successors and assigns (unless the context otherwise requires).

## 2 CHARGE

- 2.1 The Company hereby COVENANTS on due demand to pay or discharge the Indebtedness to the Lender. As security for the payment and discharge of the Indebtedness, the Company HEREBY CHARGES to the Lender, with full title guarantee:

- 2.1.1 by way of legal mortgage, all freehold and leasehold property now vested in the Company including as more particularly described in the Schedule hereto, 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 the goodwill and uncalled capital for the time being of the Company;
- 2.1.4 by way of fixed charge, all book debts and other debts now and in the future due or owing to the Company;
- 2.1.5 by way of fixed charge, all intellectual property rights, choses in action and claims now and in the future belonging to the Company;
- 2.1.6 by way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to them;
- 2.1.7 by way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by clause 2.1.6) and all income and rights derived from or attaching to them; and
- 2.1.8 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.

- 2.2 Paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 2.1.8 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 to the Insolvency Act 1986.

## 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 or permit to subsist 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 and paying them in to an account at the Bank, 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; or
- 3.1.6 move its main centre of interests as defined in the Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures outside England and Wales.

3.2 The Company shall:-

- 3.2.1 promptly deposit with the Lender all deeds and documents of title and all insurance policies relating to the Assets and promptly notify the Lender on acquiring any Property after the date of this Debenture;
- 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 pay into its account with the Bank (or such other account as the Lender may designate by notice to the Company from time to time) all moneys which it may receive in respect of the book debts and other debts charged by clause 2.1.4;
- 3.2.6 conduct and maintain its business, operations and property so as to comply in all respects with all applicable Environmental Laws and notify the Lender promptly and in reasonable detail of any claim, notice or communication in respect of any violation or potential violation of an Environmental Law;
- 3.2.7 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;
- 3.2.8 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all restrictive and other covenants in leases or other documents under which any of the Property subject to this Debenture is held;
- 3.2.9 comply with the provisions of all present or future laws, statutes and directives and every notice, order or direction made under any of the foregoing;
- 3.2.10 provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Company and its subsidiaries and associated companies (if any) that the Lender may from time to time require, and permit such inspection of the books of account and other books and documents of the Company



and its subsidiary companies as may be necessary for the purpose of verification of such information;

3.2.11 carry on its business in a proper, efficient and lawful manner;

3.2.12 keep its Assets in good condition and repair;

3.2.13 promptly notify the Lender of any distress or execution being levied on any of the Assets; and

3.2.14 promptly notify the Lender of any encumbrancer taking possession of any part of the Assets.

3.3 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**

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 a 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 or may appoint an administrator ("the Administrator") of the Company in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986. 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 or an Administrator if the Lender becomes aware of any of the matters referred to in clause 3.2.7 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 The Receiver or Administrator shall, subject to the terms of the Acts, be the Company's agent and shall have all powers conferred by the Acts. The Company alone shall be responsible for his acts and omissions and for his remuneration. In particular, but without limiting any general powers or the Lender's power of sale, the Receiver or Receiver shall have power:-

4.3.1 to take possession of collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit;

4.3.2 to carry on or concur in carrying on the Company's business and raise money from the Lender or others on the security of all or any part of the Assets;

4.3.3 to sell, let and/ or terminate or to accept surrenders of leases or tenancies of any part of the Property, in such manner and on such terms as he thinks fit;

4.3.4 to take, continue or defend any proceedings and make any arrangement or compromise which the Lender or he shall think fit;

4.3.5 to make and effect all repairs, improvements and insurances;

4.3.6 to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine;

4.3.7 to call up any of the Company's uncalled capital;

4.3.8 to promote the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests

- in all or any part of the Assets; and
- 4.3.9 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.
- 4.4 Any moneys received under this Debenture shall be applied:
- 4.4.1 first, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lender, the Receiver or the Administrator and of the remuneration of the Receiver or the Administrator;
- 4.4.2 secondly, in or towards satisfaction of the Indebtedness in such order as the Lender shall determine; and
- 4.4.3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.
- 4.5 The Lender shall not be entitled to appoint a Receiver as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986.

## **5 EVENTS OF DEFAULT**

Without limiting the Lender's rights under clause 4.1 or at law, the Lender may, whether or not any demand has been made for payment of the Indebtedness, appoint an Administrator or otherwise enforce its security hereunder upon the happening of any of the following events:-

- 5.1 any Indebtedness is not paid when due;
- 5.2 the Company is in breach of any of its obligations to the Lender (other than a failure to pay) and, if the Lender acting reasonably, considers that the breach is capable of remedy, such breach is not remedied within 5 Business Days of the earlier of:
- 5.2.1 the Lender notifying the Borrower of the breach and the remedy required; and
- 5.2.2 The Borrower becoming aware of the breach,
- 5.3 any representation, warranty or statement made by the Borrower is (or proves to have been) incomplete, untrue, incorrect or misleading when made;
- 5.4 an encumbrancer mortgagee or chargee takes possession or an administrative receiver, receiver or Administrator is appointed of the whole or any part of the undertaking of Assets;
- 5.5 an order is made by a Court of competent jurisdiction for the winding-up of the Company or a resolution is passed by the shareholders of the Company for its winding-up; or
- 5.6 the Company ceases to pay its debts or becomes unable to pay its debts within the meaning of s.123 Insolvency Act 1986.

## **6 MISCELLANEOUS**

- 6.1 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of 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.
- 6.2 By notice in writing to the Company or on the occurrence of an Event of Default, the Lender may at any time convert the floating charge created by clause 2.1.6 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 2.1.6) or such other charge as the Lender may in its discretion think fit for securing the Indebtedness.

6.3 This Debenture shall be:

6.3.1 a continuing security to the Lender, notwithstanding any settlement of account or other matter or thing whatever;

6.3.2 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; and

6.3.3 in addition to any rights, powers and remedies at law.

6.4 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.

6.5 No failure or delay on the Lender's part in the exercise of any of its rights, powers and remedies (in this clause 6 '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.

6.6 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.

6.7 The Company certifies and warrants to the Lender 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.

6.8 The Company shall, on demand by the Lender, execute and deliver all transfers, mandates, assignments, deeds or other documents as the Lender may require (including but not limited to a legal mortgage in such form as the Lender shall require, over any Property) to perfect its rights under this Debenture and to give effect to any sale or disposal of any of the Assets and otherwise give effect to the intent of this Debenture.

6.9 The Lender shall not be entitled to convert the floating charge created by clause 2.1.6 into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986.

6.10 Nothing in this Debenture is intended to confer on any person any right to enforce any term of this Debenture which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

6.11 In addition to any lien or right to which the Lender may be entitled by law the Lender may from time to time without notice and both before and after demand set off the whole or any part of the Indebtedness against any sum owing by the Lender to the Company.

7 **POWER OF ATTORNEY**

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 for any of the above purposes.

8 **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, may be debited to any account of the Company, shall bear interest at the rate per annum of 4% per cent over the Bank's base lending rate accordingly (as well before as after judgment) and shall be charged on the Assets.

9 **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.

10 **NOTICES**

10.1 Any demand, notice or other communication by the Lender may be delivered personally to the Company or sent to the Company by post or fax at its registered office 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 2 working days after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by fax) whether or not it is actually received.

10.2 Any notice from the Company to the Lender shall be served by first class prepaid recorded delivery post to the Lender at its address set out above or such other address notified to the Company.

11 **LAW**

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

**IN WITNESS** whereof the Company has executed this Debenture as a deed the day and year first before written.

**THE SCHEDULE**


**Freehold and Leasehold Property**

None

EXECUTED AS A DEED by

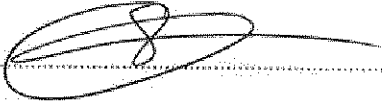
TALLYA INVESTMENT COMPANY LIMITED

ACTING BY ONE DIRECTOR

  
IRVING BROWN

IN THE PRESENCE OF:

Witness' signature.....



Witness' name.....

Witness' address.....

**Som A. Nwaekwu**

Solicitor.....

& Commissioner for Oaths

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