



Registration of a Charge

Company name: **AAREVALO LIMITED**

Company number: **04085049**



X5A23PC8

Received for Electronic Filing: **27/06/2016**

Details of Charge

Date of creation: **27/06/2016**

Charge code: **0408 5049 0001**

Persons entitled: **CALVERTON FINANCE LIMITED**

Brief description: **TO SECURE PAYMENT AND PERFORMANCE AS PROVIDED FOR IN CLAUSE 2 THE COMPANY HEREBY CHARGES IN FAVOUR OF CALVERTON FINANCE WITH FULL TITLE GUARANTEE BY WAY OF FIXED CHARGE, ALL FIXED ASSETS, ALL SPECIFIC BOOK DEBTS, CALVERTON'S ACCOUNT AND ALL OTHER DEBTS. BY WAY OF FLOATING CHARGE, THE FLOATING ASSETS.**

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

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: **ZOE MERRITT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4085049

Charge code: 0408 5049 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2016 and created by AAREVALO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2016 .

Given at Companies House, Cardiff on 27th June 2016

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 27th JUNE 2016

CALVERTON FINANCE LIMITED

AND

AAREVALO Limited t/a KAKKOH

ALL ASSETS DEBENTURE

pdt solicitors

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horsham, west sussex

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THIS DEBENTURE is made on the 27th day of JUNE 2016
BETWEEN

- (1) the Company ("the Company") described in section 1 of the Schedule attached to and forming part of this debenture ("the Schedule"); and
- (2) CALVERTON FINANCE LIMITED (a company registered in England and Wales with the number 03612551) of Calverton House, 1 Keller Close, Kiln Farm, Milton Keynes, MK11 3LL ("Calverton" which expression shall include Calverton's successors and assigns).

1. MEANINGS OF EXPRESSIONS

1.1 In this debenture except where the context otherwise requires:

1.1.1 the following expressions shall have the meanings assigned to them below:

"the Act"	the Insolvency Act 1986;
"Agreement"	the agreement (details of which are contained in section 2 of the Schedule) made between the Company and Calverton for the purchase of Book Debts and any agreement made in addition to, variation of or substitution for such agreement;
"Encumbrance"	charge, mortgage, lien, pledge or other security right or declaration of trust;
"Event of Default"	any of the events specified in clause 8.2;
"Calverton's Account"	all amounts now or hereafter owing or becoming due to the Company by Calverton including any amount retained by Calverton under any provision of the Agreement;
"Fixed Assets"	(i) all freehold and leasehold land and buildings of the Company both present and future including any land and buildings specified in section 3 of the Schedule and all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings; (ii) all goodwill and unpaid and/or uncalled capital of the Company;

- (iii) all stocks shares and securities and documents evidencing title to or the right to possession of any property at any time deposited with Calverton and the property mentioned in such documents;
- (iv) all intellectual property now owned or at any time hereafter to be owned by the Company;

"Fixed Charge Property" such of the Property as for the time being shall be subject to the fixed charge created by clause 3.1 and any other of the Property in respect of which the floating charge created by clause 3.2 shall have crystallised;

"Floating Assets" all the Property other than such of the Property as shall for the time being be subject to the fixed charge created by clause 3.1;

"Obligations" all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of Calverton, present or future, actual or contingent, liquidated or unliquidated, whether or not incurred jointly with any other person, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise including any such liability of the Company by virtue of any assignment to Calverton of any indebtedness incurred or to be incurred by the Company for any supply of any goods or services to or any hiring by the Company;

"Other Debts" all amounts of indebtedness (other than the Specified Book Debts and Calverton's Account) now or at any time hereafter owing or becoming due to the Company on any account whatsoever and their proceeds together with the Related Rights pertaining to such amounts of indebtedness and their proceeds;

"Property" the undertaking and all the property rights and assets of the Company, whatsoever and wheresoever, both present and future, including the Company's stock in trade and its uncalled capital and the proceeds of such property rights and assets;

- "Specified Book Debt"** any Book Debt (purchased or purported to be purchased by Calverton pursuant to the Agreement), of which the ownership fails to vest absolutely and effectively in Calverton for any reason, together with the proceeds of such Book Debt;
- "Writing":** any form of communication that is accessible so that it may be recorded in a permanent form and used at any time after it has been made (and "written" is to be construed accordingly);
- 1.1.2 the expressions "**Book Debt**", **Discounting Charge** and "**Related Rights**" have the meanings respectively assigned to them in the Agreement but so that for the purposes of the definition of "Related Rights" references to a "Book Debt" and to a "Supply Contract" (where the context so requires) include respectively references to an Other Debt and a contract giving rise to an Other Debt;
- 1.1.3 the expression "**Schedule B1**" shall mean Schedule B1 to the Act, the expression "**Administrator**" shall have the meaning assigned to it in paragraph 1(1) of Schedule B1 to the Act and the expression "**Receiver**" shall have the meaning assigned to it section 29(1)(a) of the Act (not being an administrative receiver as defined in section 29(2) of the Act);
- 1.1.4 the singular includes the plural and vice versa and any of the three genders includes either of the others;
- 1.1.5 references to clauses and sub-clauses are references to clauses and sub-clauses respectively of this debenture; the headings of clauses are for convenience only and do not affect or limit the meaning or extent of any clause;
- 1.1.6 the meaning of general words introduced by the word "other" are not limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things;
- 1.1.7 the expressions "including" and "includes" do not limit or restrict any general words preceding either of them;
- 1.1.8 where Calverton has a right or option to do anything then the right or option is at its absolute discretion;
- 1.1.9 reference to any Act of Parliament is deemed to include such Act as amended or re-enacted from time to time and any order or regulation made under it.

2. COVENANT TO PAY

2.1 The Company will:

- 2.1.1 on demand fully discharge by payment to Calverton without any deduction or set-off all or any monetary liabilities included in the Obligations; and
- 2.1.2 duly perform all Obligations other than monetary liabilities.

3. CHARGING PROVISIONS

- 3.1 To secure payment and performance as provided for in clause 2 the Company hereby charges in favour of Calverton with full title guarantee:
 - 3.1.1 by way of fixed charge, all Fixed Assets, all Specified Book Debts, Calverton's Account and all Other Debts;
 - 3.1.2 by way of floating charge (to which paragraph 14 of Schedule B1 applies), the Floating Assets.

4. THE FLOATING ASSETS

- 4.1 The Company shall be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those usual in a business of the nature of that carried on by the Company) until the crystallisation of the floating charge hereby created in respect of such item or of all the Floating Assets.

5. THE COMPANY'S CONTINUING OBLIGATIONS

- 5.1 Until the full discharge of all the Obligation and this debenture except with the prior written consent of Calverton the Company shall not:
 - 5.1.1 except as provided in clause 4 or on the written directions of Calverton sell, part with possession of, create any encumbrance over or otherwise dispose of any of the Property nor, except as expressly provided for in this debenture release, exchange, compound, set off, grant time or indulgence in respect of any of the Property;
 - 5.1.2 enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with Calverton.
- 5.2 All the provisions of the Agreement relating to the Specified Book Debts contained in the Agreement shall apply to all Specified Book Debts as if such provisions were set out in this debenture in full and as if the ownership of all such Specified Book Debts were vested in Calverton in accordance with the Agreement. All the provisions of the Agreement relating to the rights to or ownership of goods included in the Related Rights shall apply to any goods included in the Property.

- 5.3 In addition to and without prejudice to the provisions of clause 5.2 until the charges contained in this debenture are fully discharged:
- 5.3.1 Calverton shall at all times have the sole right to collect any of the Other Debts and the Company shall assist Calverton in any way that it may require for that purpose and, if called upon to do so at any time by Calverton, at the Company's expense (including any applicable stamp duty) in such form as Calverton may prescribe the Company shall:
- 5.3.1.1 complete and execute a formal written assignment of any or all of the Other Debts and give written notice of such assignment to every person by whom any such Other Debt shall be owing; and
- 5.3.1.2 (whether or not such written assignment shall have been executed) give irrevocable instructions to such persons to make payment of all Other Debts (then owing or to become owing by such persons thereafter) direct to Calverton; and
- 5.3.2 Calverton may at any time apply any part of Calverton's Account in the discharge of any part or the whole of the Obligations.
- 5.4 Without prejudice to Calverton's rights under clause 5.3 the Company shall for the benefit of Calverton:
- 5.4.1 collect in the Other Debts (except any Other Debts assigned to Calverton under clause 5.3) in the ordinary course of business (which expressions shall not include factoring or discounting or selling or otherwise disposing of the Other Debts in any other way);
- 5.4.2 promptly pay into such bank account as Calverton shall at any time specify in writing any moneys which the Company may receive in respect of the Other Debts and pending such payment hold such moneys in trust for Calverton.
- 5.5 The Company hereby undertakes in addition to and without prejudice to any other undertaking given elsewhere in this debenture:
- 5.5.1 at any time if so required by Calverton (at the Company's expense including any applicable stamp duty) to execute such documents and do such other things as may be requisite to perfect to Calverton title to any of the Property (other than the Specified Book Debts or Other Debts) or to enable Calverton to exercise any of its rights under this debenture including the execution of a legal mortgage of any of the freehold or leasehold land and buildings included in the Fixed Assets;
- 5.5.2 at all times during the continuance of this debenture to keep all such items included in the Property as are tangible in a good state of repair and proper working order;

- 5.5.3 to keep all items included in the Property fully insured to their replacement value with an insurer approved by Calverton against all risks for which insurance cover is usual in a business of the nature of that carried on by the Company and promptly to pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to Calverton; and
- 5.5.4 to hold on trust for Calverton all the rights of the Company and any sums received under any such policy of insurance and to keep such sums received separate from the Company's own monies and to pay them to Calverton on demand.
- 5.6 In the event that the Company shall fail to pay any insurance premium or other sum for which provision is made in clause 5.5.3 Calverton may pay such premium or sum and recover it from the Company.
- 5.7 At any time when the statutory power of sale or the right to appoint a Receiver is exercisable under the provisions of this debenture, whether or not such powers or right shall have been exercised, the benefits of all insurances relating to the Property shall vest in Calverton.
- 5.8 Until the charges contained in this debenture are fully discharged the Company shall not without the prior written consent of Calverton exercise any statutory or other power of granting or of agreeing to accept surrenders of leases or tenancies of any or any part of any freehold or leasehold land and buildings charged by clause 3(1).

6. OTHER ENCUMBRANCES

- 6.1 The Company hereby warrants that except as stated in section 4 of the Schedule or as hitherto disclosed to Calverton in writing it is the beneficial owner of all items included in the Property and that all such items are free from any Encumbrance and that the Company is able to give a full title guarantee in respect of all of them. The Company shall not without the prior written consent of Calverton create or permit to subsist any Encumbrance which affects or may affect the Property or any part of it.

7. POWER OF ATTORNEY

- 7.1 The Company hereby irrevocably appoints Calverton and the Directors and the Company Secretary for the time being of Calverton and any Receiver appointed by virtue of an appointment pursuant to clause 9 jointly and each of them severally to be the attorney of the Company to execute in the name of the Company such deeds and documents and to do such other things as may be requisite to perfect to Calverton title to any of the Property or to enable Calverton to exercise any of its rights under this debenture including its rights to enforce payment of and collect any of the Other Debts or Specified Book Debts and to realise any other of the Property and for the purpose of receiving all monies payable under any policy of insurance referred to in clause 5 and for compromising or compounding any claim under it.

8. ENFORCEMENT

8.1 Sections 93 and 103 of the Law of Property Act 1925 and the restriction in section 109(1) of that act shall not apply to this debenture and upon the occurrence of any Event of Default or at any time after it (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) Calverton shall be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Obligations and, without prejudice to Calverton's rights under the Agreement and any other of its rights under this debenture (whether or not Calverton shall have exercised any of those rights) Calverton may exercise any of the following rights:

- 8.1.1 to exercise any of Calverton's powers of possession and sale of any of the Fixed Charge Property;
- 8.1.2 to appoint any person to be a Receiver over any of the Fixed Charge Property;
- 8.1.3 by notice to the Company to crystallise the floating charge created by clause 3.2 in respect of all the Floating Assets or any item included in them and thereby to terminate the Company's right to deal with such assets or item in the ordinary course of business in accordance with the provisions of clause 4.

8.2 The Events of Default are as follows:

- 8.2.1 any breach of any of the Company's obligations and undertakings under this debenture;
- 8.2.2 the failure of the Company to pay any monetary liability included in the Obligations when it is due to be paid;
- 8.2.3 the calling by the Company of any meeting of its creditors;
- 8.2.4 the Company becoming unable to pay its debts within the meaning of Section 123 of the Act;
- 8.2.5 the levying or threat of execution or distress on any of the Property;
- 8.2.6 the appointment of a Receiver of any part of the Company's income or assets;
- 8.2.7 the serving or threat of a garnishee order nisi on any debtor of the Company in relation to any judgement debt owing by the Company;
- 8.2.8 the presentation of a petition for the winding up of the Company;
- 8.2.9 in relation to the Company an administration application under paragraph 12 of Schedule B1 or the appointment of an administrator under paragraph 14 or paragraph 22 of Schedule B1;

- 8.2.10 a proposal for a voluntary arrangement between the Company and its creditors whether pursuant to the Act or otherwise;
 - 8.2.11 the cessation of the Company's business or a threat by the Company of such cessation;
 - 8.2.12 a resolution of the members of the Company for its winding up;
 - 8.2.13 any event which in the opinion of Calverton jeopardises any part of the security afforded by this debenture;
 - 8.2.14 any event (other than any event mentioned in this clause) which gives Calverton the right to give notice for immediate termination of the Agreement in accordance with the terms thereof whether or not Calverton shall have exercised any such right.
- 8.3 Without prejudice to the rights of Calverton contained in clause 8.1 the floating charge created by clause 3.2 shall crystallise automatically, without the requirement for any notice or other act by Calverton, in respect of any item charged by such charge upon which distress or execution is levied or threatened.
- 8.4 In the event that the floating charge created by clause 3.2 shall have crystallised as to part only of the Floating Assets the Company shall be at liberty to deal with the remainder of the Floating Assets in accordance with the provisions of clause 4 without prejudice to the rights of Calverton pursuant to clause 8.1 in relation to such remainder of the Floating Assets.
- 8.5 Upon the appointment of an Administrator to the Company by any means every Receiver appointed under this debenture shall vacate office.

9. APPOINTMENT, POWERS AND AGENCY OF RECEIVERS AND INDEMNITY

- 9.1 The power of appointing a Receiver under this debenture may be exercised in writing under the hand of any Director or the Company Secretary for the time being of Calverton or of any person authorised in writing by any of them. Calverton may in like manner remove any such Receiver so appointed and (in the case of the removal or the vacation of office or the death of any such Receiver) appoint another person or persons in the place of such Receiver.
- 9.2 Every receiver so appointed shall have the power:
- 9.2.1 to take possession of, to enforce payment of and to collect or to realise any of the Charged Property in respect of which he shall have been appointed or any part thereof in such manner and upon such terms as he shall in his absolute discretion decide;
 - 9.2.2 to make any arrangement or compromise as he may consider requisite on behalf of the Company with any other person in respect of any such Charged Property;

- 9.2.3 without any of the restrictions imposed by the Law of Property Act 1925 to sell and assign any of such Charged Property on such terms and to such persons as he may consider expedient;
 - 9.2.4 to exercise all the powers provided for in the Law of Property Act 1925 as if the Receiver had been duly appointed under such Act;
 - 9.2.5 to appoint solicitors managers and agents for any of the above purposes on such terms and for such periods as the Receiver shall think fit;
 - 9.2.6 for any of the purposes hereby authorised to borrow from any bank or other person on the security of any of such Charged Property on such terms as the Receiver shall consider expedient including (if Calverton shall so consent) terms by which such security shall rank in priority to this charge;
 - 9.2.7 to carry out and enforce performance of any contract (or any part of it) giving rise to any Specified Book Debt or any Other Debt;
 - 9.2.8 to give effective receipts for all monies and other assets which may come into the Receiver's hands in the exercise of any power hereby conferred upon him which receipts shall exonerate any person paying or handing over such monies or assets from all liability to see to the application thereof or to enquire as to the propriety or regularity of the Receiver's appointment;
 - 9.2.9 to do all such other acts or things which the Receiver may consider to be incidental or conducive to any other purposes authorised hereby and which he may lawfully do as agent for the Company.
- 9.3 If two or more individuals shall hold office as Receiver of the same item included in the Property by virtue of an appointment in accordance with clause 9.1 such individuals shall have the right to exercise all or any of their powers severally as well as jointly.
- 9.4 Every Receiver appointed in accordance with clause 9.1 shall at all times be the agent of the Company and the Company shall alone be responsible for all acts defaults and omissions of such Receiver and for the payment of all his remuneration, costs and expenses. Calverton shall be under no liability to any such Receiver for his remuneration, costs, expenses or in any other way whatsoever.
- 9.5 Neither Calverton nor any Receiver appointed under this debenture shall be liable to account as mortgagee in possession in respect of all or any of the Property nor shall any of them be liable for loss on realisation or for any neglect or default of any nature in connection with the Property for which a mortgagee in possession may be liable as such.
- 9.6 The Company hereby undertakes to indemnify and hold harmless any Receiver appointed under this debenture against all actions, claims, expenses, costs and

liabilities which may at any time and in any way may be incurred by him or by any person, for whose debt or default he may be answerable, in respect of anything done in the exercise or purported exercise of his powers in connection with this debenture.

10. APPLICATION OF PROCEEDS BY RECEIVER

10.1 All monies received by any Receiver appointed under this debenture shall be applied (subject to the claims of any creditor having priority to this debenture) for the following purposes in the following order:

10.1.1 in payment of all costs charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him;

10.1.2 in payment of his remuneration as agreed between him and the person who appointed him;

10.1.3 in payment of any costs relating to the realisation of any property;

10.1.4 in or on account of the discharge of the Obligations including any interest for which provision is made in this debenture; and

10.1.5 in payment of any surplus to the Company.

11. APPOINTMENT, POWERS AND DUTIES OF AN ADMINISTRATOR

11.1 Upon or at any time after the occurrence of any Event of Default (in addition to and without prejudice to the provisions of clauses 8 and 9) Calverton may, in accordance with the provisions of paragraphs 14 to 18 inclusive of Schedule B1, appoint any person who is qualified to act as an insolvency practitioner in relation to the Company as Administrator of the Company.

11.2 Every Administrator appointed under clause 11.1 shall have the status and all the powers and duties of an administrator for which provision is made in Schedule B1. Calverton shall be under no liability to any such Administrator for his remuneration, costs, expenses or in any other way whatsoever.

11.3 The functions of every Administrator appointed under clause 11.1, including the distribution of all monies received by him, shall be as provided in paragraphs 59 to 73 inclusive of Schedule B1.

11.4 The power of appointing an Administrator under this debenture may be exercised in writing under the hand of any Director or the Company Secretary for the time being of Calverton or of any person authorised in writing by any of them. In the case of the vacation of office or the death of any such Administrator Calverton may in like manner appoint another person so qualified in the place of such Administrator.

12. COSTS, EXPENSES AND INTEREST AND DETERMINATION OF COMPANY'S LIABILITY

- 12.1 All expenses charges and costs of any nature whatsoever incurred by Calverton in connection with the preparation or enforcement of this debenture or in the exercise of any powers or right conferred on Calverton hereby shall be payable by the Company on a full indemnity basis and any amount so payable shall be included in the Obligations.
- 12.2 If the Company shall fail to pay any monetary liability included in the Obligations when demanded the Company shall pay interest thereon calculated at a rate equivalent to the Discounting Charge in force at the relevant time pursuant to the Agreement. Such interest shall be payable and compounded monthly and shall accrue daily, after as well as before any judgement, from the date when such liability is due until payment in full.
- 12.3 A written certificate from Calverton's company secretary or auditor of the amount of the monetary liabilities included in the Obligations at any time shall be conclusive evidence (save for manifest error) in any proceedings against the Company.

13. RECORDS AND DOCUMENTS AND ACCESS TO PREMISES

- 13.1 The Company shall keep proper books and records of account and shall make true and complete entries in them of all transactions relating to any of the Company's business and the Property.
- 13.2 Any duly authorised official of Calverton and any Receiver appointed by Calverton and any person authorised by such Receiver shall have the right at any time (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) to enter upon any premises at which the Company carries on business and upon any other premises in which any part or all of the Property is situated or for the time being kept or stored for any of the following purposes:
- 13.2.1 gaining access to or inspecting or, following any Event of Default, taking possession of any of the Company's accounts books ledgers computer data and other records and documents included in the Fixed Charge Property;
 - 13.2.2 taking copies of any of such accounts books ledgers data records and documents at the Company's expense;
 - 13.2.3 inspecting and/or, after any Event of Default, taking possession of any of the Fixed Charge Property;
- provided that the exercise of such right before an Event of Default shall be subject to entry being made during the Company's normal business hours and on reasonable notice.
- 13.3 The Company shall supply to Calverton, at the Company's expense, any information relating to the Company's business as Calverton may require.

14. CALVERTON'S ADDITIONAL RIGHTS

- 14.1 The grant by Calverton to the Company or to any other person, including any person for whose liability the Company is surety, of any time or indulgence or the making by Calverton with the Company or any such person of any arrangement composition or agreement not to sue shall not discharge or in any way affect any of Calverton's rights under this debenture.
- 14.2 Calverton may abstain from perfecting or enforcing any securities, guarantees or other rights which it may now or at any time have from or against the Company or any other person and may substitute, release, alter or deal with the same in any way without affecting its rights under this debenture.
- 14.3 If Calverton receives or is deemed to have received notice of an Encumbrance which affects any of the Property and which is created subsequent to the date of this debenture then Calverton may open a new account with the Company. If Calverton does not at the time of such notice or deemed notice open a new account then Calverton will be treated as having opened a new account at that time. Any payments received by Calverton from the Company subsequent to the time of that notice or deemed notice will be credited or treated as having been credited to a new account. Consequently no such payment will operate to reduce any of the Obligations secured by this debenture until such time as Calverton is satisfied as to the priority of this debenture over such subsequent Encumbrance.
- 14.4 Any discharge given by Calverton to the Company in respect of this debenture or of any of the Obligations shall be deemed to be void and of no effect if any security taken from or payment made by the Company or any other person, which had been taken into account by Calverton in giving that discharge, is subsequently avoided or reduced by or in pursuance of any provision of law or of any determination of a court or tribunal of competent authority. The paper on which this debenture is written shall remain the property of Calverton notwithstanding any such discharge.

15. COMBINATION OF ACCOUNTS

- 15.1 Calverton may at any time without notice or other formality combine any two or more accounts held by it in the name of the Company.

16. NOTICES

- 16.1 Any notice or demand required or permitted to be served or made by Calverton shall be validly served or made if handed to any officer of the Company or if sent by first class post or delivered to the registered office of the Company or to its address stated in section 1 of the Schedule or its address last known to Calverton or to any address at which the Company carries on business or if transmitted by facsimile or e-mail to the facsimile number or e-mail address (as the case may be) of the Company as made known by the Company to Calverton at any time. Notices and demands served personally shall take effect upon such service and notices and demands sent by post shall be conclusively deemed to have been received within seventy-two hours of the time of posting

and notices and demands transmitted by facsimile or e-mail shall be effective upon transmission.

17. INTERPRETATION AND GENERAL PROVISIONS

- 17.1 The security created by this debenture shall be additional to and not in substitution for any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Company.
- 17.2 This deed shall be construed and take effect according to English law and the Company hereby submits to the non-exclusive jurisdiction of the English Courts. If any provision of this debenture shall be held to be invalid or unenforceable no other provision of it shall be affected and all such other provisions shall remain in full force and effect.
- 17.3 If any of the provisions of this debenture conflict with any provisions of the Agreement the provisions of the Agreement will prevail.
- 17.4 Where this deed is handed undated to Calverton, it is done so on the basis that it shall not be treated as being created until dated by Calverton. The Company hereby authorises Calverton as agent for the Company to date this Deed at any time after it is handed over. Upon such dating this deed shall be deemed to be delivered.

THE SCHEDULE

1 The Company

AAREVALO Limited t/a KAKKOII

A company registered in England and Wales with the number: 04085049 of
24 Grafton Road, London, W3 6UG

2 The Agreement

The Business Finance agreement made by the Company's acceptance on
27th JUNE 2016 of the Calverton's letter of offer dated
24th June 2016



3. Land and Buildings

4 Encumbrances Affecting the Property

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	12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IN WITNESS WHEREOF these presents have been duly executed as a Deed by the Company and have been signed on behalf of Calverton by an official duly authorised so to do on the day and year stated above:

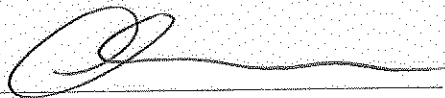
THE COMPANY

Signed and delivery as a Deed on behalf of)
AAREVALO Limited t/a KAKKOH)
acting by:)
Antonio R Arevalo)
Director)



In the presence of:

Signature of witness



Full name of witness

Geoff Carruthers

Address of witness

1A GRAFEN ROAD

LONDON W3 6PB

CALVERTON

Signed for and on behalf of CALVERTON)
FINANCE LIMITED)
by)
Mark Gerard Byrne)
Director)

