



Registration of a Charge

Company Name: **130701 LIMITED**

Company Number: **04264778**



Received for filing in Electronic Format on the: **29/11/2021**

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Details of Charge

Date of creation: **25/11/2021**

Charge code: **0426 4778 0003**

Persons entitled: **PIAS UK LIMITED**

Brief description: **130701 CATALOGUE**

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: **ALEXANDER KNIGHT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4264778

Charge code: 0426 4778 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2021 and created by 130701 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2021 .

Given at Companies House, Cardiff on 30th November 2021

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**

This DEBENTURE is made as a deed on 25th November 2021

PARTIES:

- (1) **[PIAS] UK Limited** a company incorporated under the laws of England and Wales under company number 02685907 of 1 Bevington Path, Bevington Path, London, SE1 3PW ('the Lender'), and
- (2) **130701 Limited** a company incorporated under the laws of England and Wales under company number 04264778 of 11 Old Steine, Brighton, England, BN1 3EJ ('the Borrower')

(Each of the Lender and the Borrower being a Party and together the Lender and the Borrower are the Parties).

RECITALS:

- I. The Lender has agreed to provide the Borrower with the loan on the terms of the agreement between the parties dated 19th November 2021 (the "Agreement").
- II. It is a condition precedent to the provision of the loan that the Borrower provide security to the Lender to secure the payment and discharge of the Secured Liabilities.
- III. The Borrower has agreed to create the security required by entering into this Deed.

THE PARTIES AGREE:

1. Definitions and interpretation

- 1.1. Words and expressions defined in the Agreement will have the same meanings in this Deed unless they are expressly defined in this Deed.
- 1.2. In this Deed, unless otherwise provided:

Secured Liabilities: means the liabilities of the Borrower to the Lender under or pursuant to the Agreement i.e. compliance with the Additional Warranties and the recoupment of the Advances.

Security Period: the period starting on the date of this debenture and ending upon recoupment of the Original Advance and the Further Advance (if applicable) or repayment by the Borrower to the Lender of any unrecouped sum pursuant to the Agreement.

2. Creation of security:

- 2.1. As continuing security for the Label's compliance with the Additional Warranties and the recoupment of the Advances under the Agreement, the Borrower charges to the Lender with full title guarantee by way of fixed charge the Products under the Agreement.

3. Borrower's obligation to pay:

- 3.1. The Borrower covenants with the Lender that it will pay and discharge to the Lender the Secured Liabilities when due in accordance with the terms of the Agreement.

- 3.2. The making of one demand under this Deed will not stop the Lender making any further demands.
- 3.3. The Lender will not make any demand unless it is entitled to do so.

4. Variation:

Variations to this Deed will only have effect when agreed in writing [by the parties' authorised representatives.

5. Severability:

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

6. Waiver:

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

7. Rights of third parties:

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

8. Assignment and subcontracting:

- 8.1. The consent of the Borrower is required for an assignment or transfer by the Lender
- 8.2. The Borrower may not assign any of its rights or transfer any rights or obligations under this Deed.

9. Succession:

This Deed will bind and benefit each party's successors and assignees.

10. Governing law and jurisdiction:

This deed is governed by the laws of England and Wales. The parties will submit to the exclusive jurisdiction of the courts of England and Wales

In witness where of the Party have executed and delivered this Deed on the day and year first above written.



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(Director)

For and on behalf on

130701 Limited



.....

(Director)

For and on behalf on

[PIAS] UK Limited

Rag. Rush

.....
(Director/Secretary)

For and on behalf on

130701 Limited

Georgia Fowler

.....
Witness

For and on behalf on

[PIAS] UK Limited