



**Registration of a Charge**

Company name: **CURVED HALL LIMITED**

Company number: **06949313**

Received for Electronic Filing: **31/07/2018**



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**Details of Charge**

Date of creation: **31/07/2018**

Charge code: **0694 9313 0001**

Persons entitled: **JEFFREY WILLIAMS AND LYNN JEVONS-WILLIAMS**

Brief description:

**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: **GORVINS SOLICITORS**



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

Company number: 6949313

Charge code: 0694 9313 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2018 and created by CURVED HALL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2018 .

Given at Companies House, Cardiff on 2nd August 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**

DATED 31 July 2018

(1) CURVED HALL LIMITED

(2) JEFFREY WILLIAMS & LYNN JEVONS-WILLIAMS

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DEBENTURE

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We hereby certify that this is a true  
and complete copy of the original  
GORVINS (SOLICITORS)  
DALE HOUSE, TIVOT DALE  
STOCKPORT SK1 1TA

Gorvins 31 July 2018

Gorvins  
Dale House  
Tiviot Dale  
Stockport  
Cheshire  
SK1 1TA

THIS DEBENTURE is dated

31 July

2018

**BETWEEN:**

- (1) **CURVED HALL LIMITED** incorporated and registered in England and Wales with company number 06949313 whose registered office is at Kay Johnson Gee LLP, 2<sup>nd</sup> Floor, 1 City Road East, Manchester, M15 4PN ("**the Company**"); and
- (2) **JEFFREY WILLIAMS** of 249 Southworth Lane, Croft, Warrington WA3 7BX and **LYNN JEVONS-WILLIAMS** of 249 Southworth Lane, Croft, Warrington WA3 7BX ("**the Lender**")

**WITNESSETH** as follows:

**1 COVENANT TO PAY**

The Company covenants when the same shall be or become due or, in the absence of any specified due date, on demand to pay and discharge to the Lender all or any part of the Deferred Consideration (as defined in and pursuant to the terms of the share purchase agreement made between (1) the Lender and (2) Jupa Holdings Limited (company no 11402514) in relation to the sale by the Lender and the purchase by Jupa Holdings Limited of the entire issued share capital of Curved Hall Limited ("**SPA**")), and other liabilities (including without limitation all sums of interest, costs and expenses) now or in the future due and arising to the Lender under and pursuant to the SPA, whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise.

**2 CHARGE**

- 2.1 The Company with full title guarantee and as a continuing security charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged by the Company:

(a) by way of fixed charge:

- (i) all freehold leasehold and other immovable property now or in the future belonging to the Company together with all buildings, trade and other fixtures,

fixed plant and machinery of the Company from time to time thereon;

- (ii) all plant and machinery and equipment now or in the future belonging to the Company other than fixed plant and machinery;
  - (iii) all book debts and other debts now or in the future due or owing to the Company;
  - (iv) all funds standing to the credit of the Company from time to time on any account with any bank or other organisation including all receipts from time to time paid into such account provided that the Lender may without prejudice to this clause 2.1 permit the Company to make withdrawals from time to time from such account;
  - (v) all stocks shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving therefrom;
  - (vi) the goodwill of the Company and its uncalled capital for the time being;
  - (vii) all patents trade marks service marks copyrights designs and other intellectual property rights choses in action and claims and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Company;
- (b) by way of floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of fixed charge by this Debenture.

2.2 The Lender may convert the floating charge at any time by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice. The floating charge created by this Debenture shall unless otherwise agreed in writing by the Lender automatically and without notice be converted into a fixed charge in the event that the Company shall create or permit to subsist any security interest, lien, charge or mortgage or any of its assets other than this Debenture.

### **3 RESTRICTIONS ON DEALING**

3.1 The Company shall not without the prior written consent of the Lender:

- 3.1.1 transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal;
- 3.1.2 create or permit to subsist any mortgage charge or lien or other security interest on any of the assets other than this Debenture.
- 3.1.3 part with possession or grant or agree to grant any option, lease, licence or tenancy or other right of occupation over any freehold or leasehold property.

### **4 COVENANTS BY THE COMPANY**

4.1 The Company shall:

- (a) keep all buildings and all plant machinery fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender free access at all reasonable times to view the state and condition thereof;
- (b) 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 reasonably require.
- (c) comply with the terms of clause 3 of the SPA;
- (d) insure and keep insured such assets as are insurable for their full value and apply any insurance proceeds in making good any loss or damage or towards the monies owed to the Lender under this Debenture.
- (d) pay into such account or accounts of the Company as the Lender shall specify (including a

new account with such bank as the Lender shall determine) all or any sums which the Company may receive in respect of the Company's book debts and other debts. The Company shall only withdraw money from such account with the prior consent in writing of the Lender and the Company shall, if so requested by the Lender, make a representative of the Lender a signatory to such account.

- 4.2 If the Company shall fail to satisfy the Lender that it has performed any of its obligations under clause 4.1 then the Lender may take such steps as he considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Company on demand.

## **5 ENFORCEMENT**

- 5.1 This Debenture shall become enforceable:
- (a) if any of the monies obligations and liabilities secured by this Debenture shall not be paid or discharged in accordance with clause 1; or
  - (b) if the Company shall be in breach of any material provision of this Debenture or of any agreement containing any terms and conditions of or applicable to the monies obligations and liabilities secured by this Debenture; or
  - (c) upon the making of an order for the winding up of the Company or the passing by the Company of a resolution for voluntary winding up; or
  - (d) if the Company shall enter into any composition or arrangement for the benefit of its creditors; or
  - (e) if any secured creditor of the Company shall seek to enforce its security in respect of all or any of the property or assets charged by this Debenture
  - (f) any other event shall take place which in the reasonable opinion of the Lender puts in jeopardy all or any part of the security created by this Debenture.
- 5.2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Debenture shall arise on and be exercisable at any time after the Lender shall have demanded the payment or discharge by the Company of all or any of the monies obligations and liabilities secured by this Debenture.
- 5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Debenture.

## 6 RECEIVER/ADMINISTRATOR

- 6.1 At any time after this Debenture has become enforceable or if the Company so requests in writing the Lender may without further notice to the Company appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be a receiver, receiver and manager or administrator (each a “**Receiver**”) of all or any part of the property charged by this Debenture and either at the time or appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.
- 6.2 Any Receiver shall be the agent of the Company which shall be solely responsible for his acts and defaults and the payment of his remuneration.
- 6.3 Any Receiver shall subject to any liabilities or restrictions expressed in the deed or instrument appointing him have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees in possession (but without liability as such) receivers administrative receivers and administrators appointed under those Acts which in the case of joint receivers may be exercised either jointly or severally. In addition, but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Company or otherwise and in such manner and on such terms and conditions as he shall think fit) to:
- (a) take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
  - (b) carry on or concur in carrying on the business of the Company and to raise money from the Lender or others on the security of any property charged by this Debenture;
  - (c) purchase or acquire any land and purchase, acquire and grant any interest in or right over land;
  - (d) sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect;
  - (e) sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
  - (f) make any arrangement or compromise between the Company and any other person which



he may think expedient;

- (g) make and effect all repairs improvement and insurances;
- (h) purchase materials tools equipment goods or supplies;
- (i) call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls;
- (j) employ engage and appoint managers and other employees and professional advisers;
- (k) do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture and which he lawfully may or can do.

## **7 APPLICATION OF PROCEEDS**

7.1 Any monies received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Debenture be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Company:

- (a) in the payment of all reasonable costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- (b) in the payment of the Receiver's remuneration;
- (c) in or towards the satisfaction of the monies obligations and liabilities secured by this Debenture in such order as the Lender in its absolute discretion thinks fit;
- (d) in payment of the surplus (if any) to the person or persons entitled to it.

7.2 All monies received recovered or realised by the Lender under this Debenture may be credited at the discretion of the Lender to any suspense or impersonal account and may be held in such account for so long as the Lender shall think fit pending its application from time to time in or towards the discharge of any of the monies obligations and liabilities secured by this Debenture.

## **8 PROTECTION OF THIRD PARTIES**

8.1 No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Debenture or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Lender. All the protection to

purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender.

## **9 ENTRY INTO POSSESSION**

- 9.1 If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Company for anything except its or his actual receipts or be liable to the Company for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto.

## **10 PRIOR CHARGES**

- 10.1 If there is any encumbrance over any of the property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Debenture in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Company and all the principal interest costs charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Debenture and all the powers conferred by any prior encumbrance upon the encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Debenture.

## **11 FURTHER ASSURANCE**

- 11.1 The Company shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Company's cost over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the monies obligations and

liabilities secured by this Debenture.

## **12 POWER OF ATTORNEY**

- 12.1 The Company irrevocably appoints the Lender any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Company with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver may require or deem proper for any of the purposes of or which the Company ought to do under this Debenture. The Company agrees to ratify and confirm anything such attorney shall lawfully and properly do.

## **13 COSTS AND INDEMNITY**

- 13.1 All costs charges and expenses properly and reasonably incurred by the Lender in relation to this Debenture or the monies and liabilities hereby secured shall be reimbursed by the Company to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest at the rate of 5% per annum over the Bank of England Base Rate as it may vary from time to time from the date of payment to the date of reimbursement and be secured on the property charged by this Debenture.
- 13.2 The Lender and every Receiver attorney or other person appointed by the Lender under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Debenture in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Debenture and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Debenture and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Debenture.

## **14 MISCELLANEOUS**

- 14.1 The Lender may without discharging or in any way affecting the security created by this Debenture or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which it may now or in the future have from or

against the Company and may make any arrangement variation or release with any person or persons without prejudice either to this Debenture or the liability of the Company for the monies obligations and liabilities secured by this Debenture.

14.2 The provisions of this Debenture shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.

14.3 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression 'the Lender' shall include its successors and assigns and the Lender shall be entitled to disclose any information to actual or prospective assignee successor or participant.

## **15 GOVERNING LAW AND JURISDICTION**

15.1 This Debenture shall be governed by and construed in accordance with the laws of England and the Company irrevocably submits to the non-exclusive jurisdiction of the English Courts.

## **16 LAND REGISTRY**

16.1 The Company certifies that this Debenture does not contravene its Memorandum and Articles of Association and has been executed in accordance therewith and hereby applies to the Chief Land Registrar for a restriction to be entered on the register of its title to registered properties charged by this Debenture that:

*"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of Curved Hall Limited referred to in the charges register or their conveyancer"*

## **17. NOTICES**

17.1 Any demand or notice under this Debenture may be delivered to the registered office of the Company or its last known place of business. If such a demand or notice is sent by post it shall be

deemed to have been received on the day following on which it was posted.

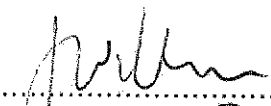
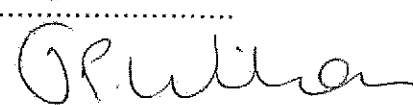
**IN WITNESS** whereof the parties have executed this Debenture as a Deed the day and year first above written.

EXECUTED as a Deed by )

CURVED HALL LIMITED )


acting by a director, )

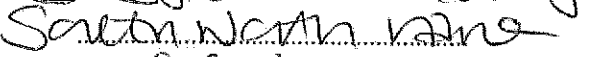
in the presence of a witness )

  
.....  
Director 

Witness Signature :  .....

Witness Name :  .....

Witness Address :  .....

 .....

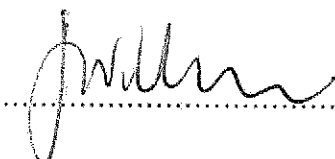
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Witness Occupation :  .....

EXECUTED as a Deed by )

JEFFREY WILLIAMS )

in the presence of a witness )

  
.....

Witness Signature :  .....

Witness Name :  .....

Witness Address :  .....

 .....

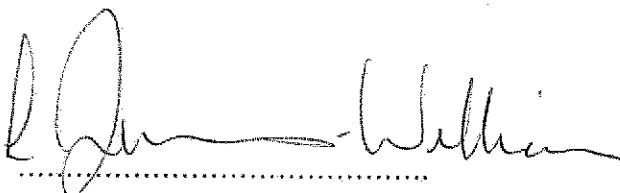
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Witness Occupation :  .....

EXECUTED as a Deed by )

LYNN JEVONS-WILLIAMS )

in the presence of a witness )

  
.....

Witness Signature :  .....

Witness Name :  .....

Witness Address :  .....

 .....

 .....

Witness Occupation :  .....