

MR01

Particulars of a charge

201725/23



Companies House



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A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
is an instrument. Use form MR08.

FRIDAY



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A13

18/11/2022

#11

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**



Company details

Company number 1 2 1 3 7 6 3 7
Company name in full Blue Heron Financial Services Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *



Charge creation date

Charge creation date d 1 d 0 m 1 m 1 y 2 y 0 y 2 y 2



Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Openwork Services Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ **Yes**

☒ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge.

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Jo Young

Company name

Openwork Services Limited

Address

Washington House

Lydiard Fields

Post town

Swindon

County/Region

Wilts

Postcode

S N 5 8 U B

Country

UK

DX

Telephone

01793 567468



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FLOATING CHARGE

BLUE HERON FINANCIAL SERVICES LIMITED (1)

and

OPENWORK SERVICES LIMITED (2)

Certified as a true copy of the original



Erica Mandryko
Solicitor
17/11/2022

THIS DEED OF FLOATING CHARGE is dated 10th November 2022 and made

BETWEEN:

- (1) **BLUE HERON FINANCIAL SERVICES LIMITED** (No. 12137637) whose registered office is at Heron Tower, 110 Bishopsgate, London, EC2N 4AY (the "**Company**"); and
- (2) **OPENWORK SERVICES LIMITED** (No. 03562843) whose registered office is at Washington House, Lydiard Fields, Swindon, Wiltshire SN5 8UB ("the **Chargee**")

IT IS AGREED THAT:

1. INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

"**Business Day**" means a day other than a Saturday, Sunday or bank holiday in England on which banks in London are open for business;

"**Charged Assets**" means all the property, assets and rights of the Company described in clause 3.1;

"**Collateral Instruments**" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Encumbrance;

"**Commission Account**" means the account into which all commission and fees are credited and payments made;

"**Default Rate**" means 2 per cent per annum above the Bank of England base rate from time to time;

"Disposal" includes any sale, lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the creation of a trust or other equitable interest in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and **"dispose"** and **"disposition"** shall be construed accordingly;

"Encumbrance" means any mortgage, charge, pledge, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person;

"Enforcement Date" means the date on which the Chargee demands the payment or discharge of all or any part of the Secured Obligations or, if earlier, the date on which a petition for an administration order or winding up order is presented (or any other formal step is taken with a view to appointing an administrator or liquidator) in relation to the Company;

"Intellectual Property Rights" means all intellectual property including, without limitation, all patents, patent applications, trade-marks and service marks (whether registered or not), trade mark applications, service mark applications, registered designs, registered design applications, design rights, copyrights, computer programs, know-how and trade secrets and all ancillary and connected rights (including applications) relating to intellectual and intangible property;

"Openwork" means Openwork Limited (No. 04399725);

"Permitted Encumbrances" means Encumbrances which the Chargee has agreed to in writing;

"Receiver" means any one or more receivers and / or managers or administrative receivers appointed by the Chargee pursuant to this Deed;

"Secured Obligations" means all present and future liabilities and obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) at any time due, owing or incurred by the Company to the Chargee whatever their nature or basis, and however they are described, together with all costs, charges and expenses incurred by the Chargee.

1.2 Successors and assigns

The expressions "Chargee", and "Company" include, where the context admits, their respective successors, and, in the case of the Chargee, its transferees and assignees, whether immediate or derivative.

1.3 Construction of certain terms

In this Deed, unless the context otherwise requires:

- (a) words importing the plural shall include the singular and vice versa;
- (b) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- (c) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time.

2. COVENANT TO PAY

Secured obligations

The Company, as primary obligor and not merely as surety, covenants with the Chargee that it will pay, discharge and perform any or all of the Secured Obligations on demand on or at any time after the due date for payment and in the manner provided in the documents evidencing the Secured Obligations.

3. CHARGES

3.1 Floating charge

- (a) The Company with full title guarantee hereby charges to the Chargee by way of floating charge as a continuing security for the payment, discharge and performance of the Secured Obligations:
 - (i) all of its income streams and rights whatsoever and wheresoever derived from the Chargee or Openwork, present and future;

- (ii) all present and future book debts due or owing to it or in which it is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Encumbrance, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights; and
 - (iii) all other assets and undertakings of the Company not at any time effectively mortgaged, charged or assigned under this Deed.
- (b) Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any security created by this Deed.
- (c) Notwithstanding anything else contained in this Deed or the floating charge created by this Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium in respect of the Company pursuant to Section 1A to the Insolvency Act 1986; or
 - (ii) anything done with a view to obtaining such a moratorium.

3.2 Restrictions on dealing with Charged Assets

The Company hereby covenants that (save in respect of Permitted Encumbrances) it will not without the prior consent in writing of the Chargee:

- (a) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over property other than land) on or affecting the Charged Assets or any part thereof; or
- (b) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of (subject to the other provisions of this Deed) disposals in the ordinary course of its business.

3.3 Conversion of floating charge by notice

Subject only to clause 3.1(b), notwithstanding anything expressed or implied in this Deed, the Chargee shall be entitled at any time by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice. Such conversion will occur when the Chargee gives notice in writing to this effect to the Company.

3.4 Automatic crystallisation

Subject only to clause 3.1(b), notwithstanding anything expressed or implied in this Deed, the floating charge will crystallise in respect of all Charged Assets automatically upon the appointment of an administrator or liquidator to the Company (whether by court order or otherwise).

4. SET-OFF

4.1 Set-off

The Company agrees that the Chargee may at any time without notice, set off any amounts owed by it to the Company in or towards satisfaction of the Secured Obligations and this will be effected through the Company's Commission Account, administered by the Chargee or Openwork.

5. UNDERTAKINGS

5.1 Positive obligations

The Company hereby undertakes with the Chargee that during the continuance of the obligations created by this Deed the Company will:

(a) Provision of information

Provide the Chargee with such financial and other information relating to the Company, and its business as the Chargee may from time to time require;

(b) Conduct of business

Conduct and carry on its business, in a proper and efficient manner and in accordance with the Company's internal policies and procedures. Keep or cause or procure to be kept proper books of account relating to such business and not make any material alteration in the nature or mode of conduct of any such business;

(c) Insurance

Insure and keep insured at its own expense to the satisfaction of the Chargee for the full replacement or reinstatement value thereof from time to time all its assets of an insurable nature against loss or damage (including loss of profits) and such other risks and contingencies as the Chargee shall from time to time request, such insurances to be effected with the interest of the Chargee noted on the policy and with the policy containing such provisions for the protection of the Chargee as the Chargee may require;

(d) Intellectual Property Rights

Take all necessary action to safeguard and maintain its rights, present and future, in or relating to all Intellectual Property Rights including, without limitation, observing all covenants and stipulations relating thereto, paying all renewal fees and taking all other steps necessary to maintain all registered design, patent, trade mark and service mark registrations held by it; and

(e) Jeopardy

Not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Chargee of any of the Charged Assets.

5.2 Power to remedy

If the Company at any time defaults in complying with any of its obligations contained in this Deed, the Chargee shall be entitled (but not bound) to make good such default and the Company hereby irrevocably authorises the Chargee to do all such things necessary or desirable in connection therewith. Any monies so expended by the Chargee shall be repayable by the Company to the Chargee on demand together with interest at the Default Rate from the date of payment by the Chargee until such repayment, both before and after judgment. No exercise by the Chargee of its powers under this clause 5.2 shall make it liable to account as a mortgagee in possession.

6. FURTHER ASSURANCE

6.1 Further assurance

The Company shall, if and when at any time required by the Chargee, execute such further Encumbrances and assurances in favour of the Chargee and do all such acts and things as the Chargee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same.

7. ENFORCEMENT

7.1 Powers on enforcement

At any time on or after the Enforcement Date or if requested by the Company, the Chargee may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver.

7.2 Statutory power of leasing

The Chargee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Chargee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.

7.3 Financial Collateral

To the extent that the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Company hereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226)) the Chargee shall have the right to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Obligations. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Chargee so determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

8. APPOINTMENT AND POWERS OF RECEIVER

8.1 Appointment

At any time on or after the Enforcement Date, or if requested by the Company, the Chargee may appoint a Receiver of the Charged Assets or any part thereof. Where more than one Receiver is appointed, each Receiver shall have power to act severally and independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment. The Chargee may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

8.2 Receiver as agent

A Receiver shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration.

8.3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and any Receiver whether an administrative receiver or not shall have the powers to do all the things set out in Schedule 1 to the Insolvency Act 1986 and powers on behalf and at the expense of the Company to do or omit to do anything which the Company could do or omit to do in relation to the Charged Assets.

8.4 Remuneration

The Chargee may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

9. APPLICATION OF PROCEEDS; PURCHASERS

9.1 Application of proceeds

All monies received by the Chargee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Chargee in its absolute discretion may from time to time conclusively determine, except that the Chargee may credit the same to a suspense account for so long and in such manner as the Chargee may from time to time determine and the Receiver may retain the same for such period as he and the Chargee consider expedient.

9.2 Insurance proceeds

All monies receivable by virtue of any of the insurances referred to in clause 5.1(c) or otherwise in the name of the Company shall be paid to the Chargee (or if not paid by the insurers directly to the Chargee shall be held on trust for the Chargee) and shall at the option of the Chargee be applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Company) or (except where the Company is obligated (as landlord or tenant) to lay out such insurance monies under the provisions of any lease of any of the Charged Assets) in reduction of the Secured Obligations.

9.3 Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Chargee or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

10. INDEMNITIES; COSTS AND EXPENSES

10.1 Enforcement costs

The Company hereby undertakes with the Chargee to pay on demand all costs, charges and expenses incurred by the Chargee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Company (both before and after judgment).

10.2 No liability as mortgagee in possession

Neither the Chargee nor any Receiver shall be liable to account as mortgagee or heritable creditor in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee or heritable creditor in possession may be liable as such.

10.3 Indemnity from Charged Assets

The Chargee and any Receiver, attorney, agent or other person appointed by the Chargee under this Deed and the Chargee's officers and employees (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Charged Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed; or
- (b) any breach by the Company of any of its obligations under this Deed.

11. POWER OF ATTORNEY

11.1 Power of attorney

The Company by way of security hereby irrevocably appoints each of the Chargee and any Receiver severally to be its attorney in its name and on its behalf:

- (a) to execute and complete any documents or instruments which the Chargee or such Receiver may require for perfecting the title of the Chargee to the Charged Assets or for vesting the same in the Chargee, its nominees or any purchaser;
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 6; and

- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Chargee or a Receiver under this Deed or which may be deemed expedient by the Chargee or a Receiver in connection with any disposition, realisation or getting in by the Chargee or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed.

11.2 Ratification

The Company ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 11.1 shall lawfully do or purport to do in the exercise of his powers under such clause.

12. CONTINUING SECURITY AND OTHER MATTERS

12.1 Continuing security

This Deed and the obligations of the Company under this Deed shall:

- (a) secure the ultimate balance from time to time owing to the Chargee by the Company and shall be a continuing security regardless of:
 - (i) the date on which any of the Secured Obligations were incurred;
 - (ii) notwithstanding any intermediate payment or discharge; and
 - (iii) in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time; and
- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to the Chargee.

12.2 Collateral Instruments

The Chargee shall not be obliged to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by the Chargee in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Company nor shall the Chargee be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment.

12.3 Settlements conditional

Any release, discharge or settlement between the Company and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Company or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Chargee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

13. MISCELLANEOUS

13.1 Remedies cumulative

No failure or delay on the part of the Chargee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

13.2 Statutory power of leasing

During the continuance of this Deed the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Company in relation to the Charged Assets or any part thereof.

13.3 Successors and assigns

Any appointment or removal of a Receiver under clause 8 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Chargee and accordingly the Company hereby irrevocably appoints each successor and assign of the Chargee to be its attorney in the terms and for the purposes set out in clause 11.

13.4 Consolidation

Section 93 Law of Property Act 1925 shall not apply to the security created by this Deed or to any security given to the Chargee pursuant to this Deed.

13.5 Unfettered discretion

Any liability or power which may be exercised or any determination which may be made under this Deed by the Chargee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

13.6 Provisions severable

Each of the provisions of this Deed is severable and distinct from the others and if one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.

13.7 Notice of subsequent charges

If the Chargee receives notice of any subsequent assignment, mortgage, security, charge or other interest affecting the Charged Property the Chargee may open a new account. If the Chargee does not open a new account in relation to the Company, it shall nevertheless be treated as if it had done so at the time it receives such notice and as from that time all payments made to the Chargee in respect of any of the Secured Obligations shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount of the Secured Obligations owing at the time the Chargee received the notice.

14. NOTICES

14.1 Method

Each notice or other communication to be given under this Deed shall be given in writing in English and, unless otherwise provided, shall be made by letter. For the avoidance of doubt, notices shall not be validly given by e-mail.

14.2 Delivery

Any notice or other communication to be given by one party to another under this Deed shall (unless one party has by no less than 10 Business Days' notice to the other party specified another address) be given to that other party at the addresses set out below:

(a) Chargee:

At the address given in the parties clause to this Deed

Attention: Finance Director

Company: Openwork Services Limited

(b) At the address given in the parties clause to this Deed.

14.3 Deemed receipt:

(a) Any notice or other communication given by the Lender shall be deemed to have been received:

(i) in the case of a notice given by hand, at the time of day of actual delivery; and

(ii) if posted, by 10.00am on the second Business Day following the day on which it was despatched by first class mail postage prepaid

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall be deemed to have been received on the next Business Day.

(b) Any notice or other communication given by the Company shall be deemed to have been given only on actual receipt.

15. COUNTERPARTS

15.1 This Deed may be executed and delivered in any number of counterparts, each of which when executed is an original and which, together, have the same effect as if each party had signed the same document.

15.2 No counterpart shall be effective until each party has executed at least one counterpart.

16. LAW

16.1 English law

This Deed any non-contractual obligations arising out of or in connection with it are governed by shall be governed by and shall be construed in accordance with English law.

EXECUTED AS A DEED by the parties on the date noted at the head of this Debenture.

THIS DOCUMENT CONTAINS IMPORTANT OBLIGATIONS. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

EXECUTED as a DEED)

by BLUE HERON FINANCIAL SERVICES LIMITED)

acting by a single director)

in the presence of:)

Witness signature

Cara Jackson

Witness name

Witness address

14 Walnut Way, Buckhurst Hill,

Essex, IG9 6HX

Witness occupation

Personal Assistant

DocuSigned by:

Rebecca Harbrow

07D526860D1347F...

Director

DocuSigned by:

Cara Jackson

7948D34A424A44F...

EXECUTED as a DEED)

by OPENWORK SERVICES LIMITED)

acting by a single director)

in the presence of:)

Witness signature

natalie wilson

Witness name

Witness address

Auckland House

Lydiard Fields, Swindon, SN5
8UB

Witness occupation

PA

DocuSigned by:

Richard Houghton

650AC19E1E8348B...

Director

DocuSigned by:)

natalie wilson

3A48EB79EB544EE...



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12137637

Charge code: 1213 763 7 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2022 and created by BLUE HERON FINANCIAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2022 .

Given at Companies House, Cardiff on 24th November 2022



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**