



Registration of a Charge

Company name: **CHRISTYS BY DESIGN LIMITED**

Company number: **01118407**

Received for Electronic Filing: **05/02/2021**



X9XPQFG3

Details of Charge

Date of creation: **30/01/2021**

Charge code: **0111 8407 0040**

Persons entitled: **ENDLESS LLP (AS SECURITY TRUSTEE)**

Brief description:

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

SQUIRE PATTON BOGGS (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1118407

Charge code: 0111 8407 0040

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2021 and created by CHRISTYS BY DESIGN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2021 .

Given at Companies House, Cardiff on 8th February 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**

DATE OF ACCESSION DEED

30 January 2021

PARTIES

- (1) **CHRISTYS BY DESIGN LIMITED** (a company incorporated in England and Wales with registered number 01118407) as new company (the "**New Company**")
- (2) **SUMMERHOUSE TOPCO LIMITED** (a company incorporated in England and Wales with registered number 12903554) (the "**Companies' Agent**") for itself and as agent for and on behalf of each of the existing Companies
- (3) **ENDLESS LLP** as trustee for the Secured Parties (the "**Security Trustee**", which expression includes any person which is for the time being a trustee (or a co-trustee) for the Secured Parties)

BACKGROUND

This Deed is supplemental to a guarantee and debenture dated on or about the date of this Deed between, among others, (1) the Companies' Agent, (2) the Original Companies named therein and (3) the Security Trustee, as supplemented and amended from time to time (the "**Debenture**").

THIS DEED WITNESSES THAT:

1 INTERPRETATION

1.1 Definitions and construction

Terms defined (or expressed to be subject to a particular construction) in the Debenture shall have the same meanings (or be subject to the same construction) when used in this Deed.

1.2 Effect as a deed

This Accession Deed is intended to take effect as a Deed notwithstanding that the Security Trustee may have executed it under hand only.

2 ACCESSION OF NEW COMPANY TO GUARANTEE AND DEBENTURE

2.1 Accession

The New Company agrees to be bound by all of the terms of the Debenture and to perform all the obligations of a Company under the Debenture with effect from the date of this Deed as if it had been an original party to the Debenture in the capacity as a Company.

2.2 Covenant to pay

The New Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations promptly on demand of the Security Trustee.

2.3 Companies' Agent

The Companies' Agent (on behalf of itself and the other Companies which are parties to the Debenture) hereby agrees to the accession of the New Company.

3 FIXED CHARGES

The New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of the Schedule hereto and all other Real Property now vested in the New Company;
- (b) by way of first fixed charge all its present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (Assignments) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice):
 - (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it;
 - (ii) to the extent not effectively charged pursuant to paragraph (a) or (b)(i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the New Company's stock-in-trade or work in progress) owned by the New Company or (to the extent of such interest) in which the New Company has an interest and the benefit of all contracts and warranties relating to the same;
 - (iii) all Charged Accounts;
 - (iv) all Investments and all Related Rights;
 - (v) the Insurances and all Related Rights;
 - (vi) to the extent that the same do not fall within any other sub-paragraph of this paragraph (b), the Material Contracts and all Related Rights;
 - (vii) any pension fund (to the extent permitted by law);
 - (viii) all Authorisations (statutory or otherwise) held in connection with the business of the New Company or the use of any asset of the New Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
 - (ix) all goodwill and uncalled capital of the New Company;

- (x) all of the Registered Intellectual Property (if any) specified in the Schedule hereto and all other Registered Intellectual Property Rights of the New Company;
- (xi) all domain name registrations of that Company present and future and all applications for them and the right to apply for any of them in any part of the world; and
- (xii) all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by that Company from time to time and relating to its business, which is not in the public domain.

4 ASSIGNMENTS

Subject to Clause 5.2 (Non-assignable rights) of the Debenture, the New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances and all Related Rights;
- (b) all the Material Contracts and all Related Rights; and
- (c) to the extent not charged under the provisions of paragraph (x) of Clause 3 (Fixed charges), all Intellectual Property.

5 FLOATING CHARGES

- (a) The New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement by way of a floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (Fixed charges) or effectively assigned pursuant to Clause 4 (Assignments).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

6 LAND REGISTRY

In respect of the Real Property specified in the Schedule hereto the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted, the New Company hereby undertakes to make or procure that there is made a due and proper application to the Land Registry (with the Security Trustee's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

"No disposition or dealing 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 *[insert date]* in favour of *[insert name of Security Trustee]* referred to in the charges register or their conveyancer."

- (b) to enter a note of the obligation to make further advances by the Secured Parties on the charges register of any registered land forming part of the Secured Assets; and
- (c) to note this Deed on the charges register.

7 POWER OF ATTORNEY

7.1 Appointment

By way of security for the performance of its obligations under this Deed, the New Company irrevocably appoints the Security Trustee and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the New Company is obliged to do under the terms of this Deed and/or the Debenture or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Deed and/or the Debenture or by law.

7.2 Ratification

The New Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed and/or the Debenture shall do in its capacity as such.

7.3 Sums recoverable

All sums expended by the Security Trustee or any Receiver under this Clause 7 shall be recoverable from the New Company under Clause 29 (Costs and expenses) of the Debenture.

8 NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 34 (Notices) of the Debenture. The New Company's address and fax number for any communication to be made or delivered under or in connection with this Deed and/or the Debenture is set out with its name below.

9 MISCELLANEOUS

The provisions of Clauses 29 (Costs and expenses), 31 (Remedies and waivers), 33 (Additional provisions) and 38 (Counterparts and effectiveness) of the Debenture shall be deemed to be incorporated in full in this Deed as if references in those Clauses to "**this Deed**" were references to this Accession Deed.

10 GOVERNING LAW

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

11 ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 11 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This document has been executed as a deed by the New Company and has been signed on behalf of the Companies' Agent and the Security Trustee and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE
(to Accession Deed)

Part 1

Real Property

Company	Description	Title Number (Registered Land)
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Part 2

Registered Intellectual Property Rights

Part 3

Shares

Charging Company	Company Name and Number	Share Type	Number of Shares	Share Certificate Number
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Part 4

Material Contracts

Parties	Description	Date
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Part 5

Charged Accounts

Charging Company	Account Number	Account Name	Account Maintained With
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SIGNATURES

New Company:

EXECUTED AS A DEED (but not delivered)
until the date written at the start of this deed))
by **CHRISTYS BY DESIGN LIMITED** acting)
by a director in the presence of:)

Witness signature: [REDACTED]

Witness name: Suzanne Panons

Witness address: [REDACTED]

Witness occupation: [REDACTED]

Notices:

Address: Brudenell Drive, Milton Keynes, Bucks, MK10 0DA

Attention: Gary Panons

Companies Agent:

EXECUTED AS A DEED (but not delivered)
until the date written at the start of this deed))
by **SUMMERHOUSE TOPCO LIMITED**)
acting by a director in the presence of:)

Witness signature: [REDACTED]

Witness name: Stephanie Jubb

Witness address: [REDACTED]

Witness occupation: [REDACTED]

Notices:

Address: 3 Whitehall Quay, Leeds, West Yorkshire, United Kingdom, LS1 4BF

Attention: Matthew Jubb

Security Trustee:

EXECUTED AS A DEED (but not delivered)
until the date written at the start of this deed))
by **ENDLESS LLP** acting by Matthew Jubb) ... [redacted]
(as attorney) in the presence of:)

Witness signature: [redacted]

Witness name: Stephanie Jubb

Witness address: [redacted]

Witness occupation: ... [redacted]

Notices:

Address: 3 Whitehall Quay, Leeds, West Yorkshire, United Kingdom, LS1 4BF
Attention: Matthew Jubb