



Registration of a Charge

Company name: **CHARLESTON FINANCIAL SERVICES LIMITED**

Company number: **07038315**



X9WQSJ88

Received for Electronic Filing: **22/01/2021**

Details of Charge

Date of creation: **08/01/2021**

Charge code: **0703 8315 0004**

Persons entitled: **ATOM BANK PLC**

Brief description: **9 COPPERHOUSE COURT, CALDECOTTE, MK7 8NL**

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: **CHARLOTTE EXCELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7038315

Charge code: 0703 8315 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2021 and created by CHARLESTON FINANCIAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2021 .

Given at Companies House, Cardiff on 25th January 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



Atom

Dated 8 January 2021

Debenture between

Charleston Financial Services Limited

and

Atom Bank plc

THIS DEED is dated

We're breathing new life into banking

Atom is the trading name of Atom Bank plc, a company registered in England and Wales with company number 8662552. Registered office: The Revolution Centre, Appleton House, Durham DH1 5LS. VAT registration number: 261160179.

Atom is regulated by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority and the PRA. Full details of the extent of the authorisation from the PRA can be found on the Financial Services Register.

PARTIES

- (1) **CHARLESTON FINANCIAL SERVICES LIMITED** incorporated and registered in England and Wales with company number 07038315 whose registered office is at 9 Copperhouse Court, Caldecotte Business Park, Milton Keynes, Buckinghamshire, MK7 8NL (**Chargor**).
- (2) **ATOM BANK PLC** incorporated and registered in England and Wales with company number 08632552 whose registered office is at The Rivergreen Centre, Aykley Heads, Durham, DH1 5TS (**Atom**).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Terms and Conditions shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Administrator: an administrator appointed under the Insolvency Act 1986.

Book Debts: all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor, and the benefit of all security, guarantees and other rights whatsoever enjoyed or held by the Chargor in relation to any of them.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions.

Expenses: (a) all expenses (on a full indemnity basis) incurred by an Administrator of the Chargor in carrying out his statutory functions and that Administrator's remuneration and (b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by Atom or any Receiver at any time in connection with the Secured Assets or the Secured Liabilities or in taking, perfecting or enforcing the contract or in exercising any right or power under the contract or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred.

Insurance Policy: each contract and policy of insurance of whatever nature in connection with a Property or the Secured Assets which is, from time to time, taken out by or with the authority of or on behalf of or for the benefit of the Chargor.

Intellectual Property: the Chargor's present and future patents, trade marks, service marks, trade names, domain names, designs, copyrights, inventions, rights to sue for passing off, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Interest: interest at the rate or rates agreed between Atom and the Chargor and in the absence of any agreement, at the rate of 4% per annum above the base rate of the Bank of England from time to time.

Investments: all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Chargor, including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Properties: all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor, or in which the Chargor holds an interest (including, but not limited to, any properties specified in Schedule 1), and **Property** means any of them.

Property Agreement: means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the a Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis).

Receiver: any person appointed as a receiver, receiver and manager or administrative receiver.

Rental Income: all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Property.

Secured Assets: all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future monies, obligations and liabilities of the Chargor to Atom, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether Atom shall have been an original party to the transaction or not together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities and the Expenses.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Terms and Conditions: Atom's standard Business Banking Secured Loan Terms and Conditions as amended from time to time by notification to the Chargor.

- 1.2 The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.

2. INCORPORATION OF TERMS AND CONDITIONS

- 2.1 The terms of this deed are supplemented by the Terms and Conditions, which should be read as if they were set out in this deed in full.
- 2.2 If there is an inconsistency between any of the provisions of this deed and the Terms and Conditions, the provisions of this deed shall prevail.
- 2.3 This deed is a security document as referred to in the Terms and Conditions.

3. COVENANT TO PAY

The Chargor shall, on demand, pay to Atom and discharge the Secured Liabilities when they become due.

4. GRANT OF SECURITY

- 4.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to Atom, by way of first legal mortgage, each Property specified in Schedule 1.

- 4.2 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to Atom by way of first fixed charge:
- 4.2.1 all Properties acquired by the Chargor in the future;
 - 4.2.2 all present and future interests of the Chargor not effectively mortgaged or charged under the preceding provisions of this clause 4 in, or over, freehold or leasehold property;
 - 4.2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
 - 4.2.4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Charged Asset, and all rights in connection with them;
 - 4.2.5 all its present and future goodwill;
 - 4.2.6 all its uncalled capital;
 - 4.2.7 all the Equipment;
 - 4.2.8 all the Intellectual Property;
 - 4.2.9 all the Book Debts;
 - 4.2.10 all the Investments;
 - 4.2.11 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest); and
 - 4.2.12 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 4.3.
- 4.3 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to Atom absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
- 4.3.1 all the benefit of all covenants, rights, claims and guarantees relating to the Properties or such Property's construction, use or title and the benefits of all easements serving or relating to such Property;

- 4.3.2 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy;
 - 4.3.3 the benefit of each Property Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets; and
 - 4.3.4 the Rental Income together with the benefits of all rights and remedies of the Chargor relating to them.
- 4.4 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to Atom, by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 4.1 to clause 4.3 inclusive (including, without limitation, any immovable property of the Company in Scotland and any assets in Scotland falling within any of the provisions of clauses 4.1 to 4.3 inclusive).
- 4.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.4.
- 4.6 Atom may at any time by written notice to the Chargor convert the floating charge created by clause 4.4 into a fixed charge as regards any of the Secured Assets specified in the notice. The floating charge created by clause 4.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:
- 4.6.1 the Chargor:
 - 4.6.1.1 creates, or attempts to create, without the prior written consent of Atom, a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed); or
 - 4.6.1.2 disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
 - 4.6.2 any step is taken by any person to levy (or attempt to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
 - 4.6.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor or a meeting is convened

for the passing of a resolution for the voluntary winding up of the Chargor or any step (including the making of an application or the giving of any notice) is taken by the Chargor or any other person for the appointment of an administrator in respect of the Chargor.

- 4.7 Any asset acquired by the Chargor after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless Atom confirms otherwise to the Chargor in writing) be charged to Atom by way of first fixed charge.

5. LIABILITY OF THE CHARGOR

- 5.1 The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

5.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, Atom that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

5.1.2 Atom renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

5.1.3 any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

- 5.2 The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this deed) and any right it may have to require Atom to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor

6. CHARGOR UNDERTAKINGS

- 6.1 The Chargor undertakes with Atom to comply with all of the provisions in the Terms and Conditions including, without limitation, those regarding charged property, insurance of the Secured Assets, assigned agreements and charged chattels.

- 6.2 The Chargor undertakes with Atom that:

6.2.1 it shall not at any time, except with the prior written consent of Atom:

- 6.2.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- 6.2.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets charged by clauses 4.2 to 4.3 inclusive, or, following crystallisation of the floating charge created by clause 4.4, the Secured Assets charged by clause 4.4;
- 6.2.1.3 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets charged by clause 4.4 other than in the ordinary course of, and for the purpose of, carrying on its business while the floating charge remains uncrystallised; or
- 6.2.1.4 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party;
- 6.2.2 it shall maintain the Secured Assets in good and serviceable condition (except for expected fair wear and tear) and shall maintain the Equipment in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
- 6.2.3 it shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings;
- 6.2.4 it shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep Atom informed of all matters relating to each such registration;
- 6.2.5 it shall not permit any Intellectual Property to be abandoned, cancelled or to lapse;
- 6.2.6 it shall not (except with the prior written consent of Atom) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts;
- 6.2.7 it shall:

- 6.2.7.1 give Atom such information concerning the location, condition, use and operation of the Secured Assets as Atom may require;
- 6.2.7.2 permit any persons designated by Atom and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- 6.2.7.3 promptly notify Atom in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to Atom's prior approval, implement those proposals at its own expense; and
- 6.2.8 it applies to the Land Registry for the following restriction in Form P to be registered against its title to each Property:

"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 8 January 2021 in favour of ATOM BANK PLC referred to in the charges register."

7. FURTHER ADVANCES

The security contained in this deed is made for securing further advances but Atom is under no obligation to make any such further advance.

8. ENFORCEMENT OF SECURITY

- 8.1 At any time after Atom has demanded payment of any of the Secured Liabilities or any step or proceeding has been taken for the appointment of an Administrator, liquidator or provisional liquidator or with a view to seeking a moratorium or a voluntary arrangement in respect of the Chargor or if requested by the Chargor, Atom may appoint by writing, insofar as permitted by law, any person or persons to be a Receiver of all or any of the Secured Assets or an Administrator or Administrators and the Security created by this deed shall in any of such events become immediately enforceable.

- 8.2 The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of Atom under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.
- 8.3 After the security constituted by this deed has become enforceable, Atom may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets and for that purpose to enter on any premises where a Secured Asset is situated (or where Atom or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry. At all times, the Chargor must use its best endeavours to allow Atom or its Receiver access to any premises for the purpose of clause 8.3 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.
- 8.4 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 8.1. Section 103 of the LPA 1925 does not apply to the security constituted by this deed.
- 8.5 No purchaser, mortgagee or other person dealing with Atom or any Receiver shall be concerned to enquire:
- 8.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
 - 8.5.2 whether any power Atom or a Receiver is purporting to exercise has become exercisable or is properly exercisable; or
 - 8.5.3 how any money paid to Atom or any Receiver is to be applied.
- 8.6 Neither Atom, any Receiver nor any Administrator shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.
- 8.7 The receipt of Atom or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making

any acquisition in the exercise of their respective powers, Atom and every Receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit.

9. ADMINISTRATOR

9.1 Atom may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the Security constituted by this deed becomes enforceable.

9.2 Any appointment under this clause 9 shall:

9.2.1 be in writing signed by a duly authorised signatory of Atom; and

9.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

9.3 Atom may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 9 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

10. FURTHER PROVISIONS

10.1 The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that Atom may hold for any of the Secured Liabilities at any time. No prior security held by Atom over the whole or any part of the Charged Assets shall merge in the Security created by this deed.

10.2 The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until Atom discharges this deed in writing.

10.3 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

11. TRANSFER

11.1 This deed is freely assignable or transferable by Atom.

- 11.2 The Chargor may not assign any of his rights and may not transfer any of its obligations under this deed or enter into any transaction which would result in any of those rights or obligations passing to another person.

12. SET OFF

Without obligation to exercise its rights, Atom may at any time set off any liability of the Chargor to Atom against any liability of Atom to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. Any exercise by Atom of its rights under this clause 12 must be promptly notified to the Chargor and shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

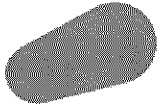
13. CERTIFICATES

A certificate signed by an authorised signatory of Atom as to the amount due or owing from the Chargor shall be conclusive evidence against the Chargor, except in the case of obvious error.

14. AMENDMENTS, WAIVERS AND REMEDIES

- 14.1 No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, Atom and the Chargor.
- 14.2 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing and signed by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 14.3 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by Atom shall be effective unless it is in writing and signed.
- 14.4 The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

15. SEVERANCE



If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

16. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

17. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one deed. No counterpart shall be effective until each party has executed at least one counterpart.

18. NOTICES

18.1 A notice given to a party under or in connection with this deed must be in writing and be delivered by hand, pre-paid first class post or another next business day delivery service to the address given in this deed or as otherwise notified in writing to the other party.

18.2 A notice will be deemed to have been received on the next business day after it was (a) hand delivered or (b) sent by pre-paid first class post or other next business day delivery service. Any notice sent to Atom will not be deemed to be received until actually received by Atom.

19. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

20. JURISDICTION

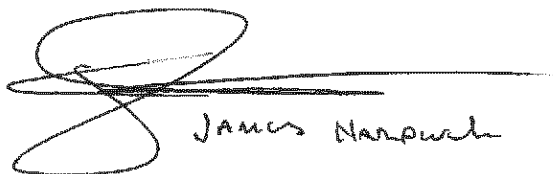
Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or

in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of Atom to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

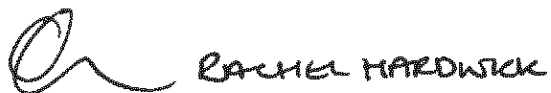
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by CHARLESTON
FINANCIAL SERVICES LIMITED acting by a
director and a director/the company
secretary:-

Director

A handwritten signature in black ink, appearing to read 'James Hardwick', with a long horizontal line extending to the right.

Director/Company Secretary

A handwritten signature in black ink, appearing to read 'RACHEL HARDWICK', with a stylized initial 'R'.

SCHEDULE 1

PROPERTIES

ADDRESS	TITLE NUMBER
9 Copperhouse Court, Caldecotte, MK7 8NL	BM411277