



**Registration of a Charge**

Company name: **CROWD TECHNOLOGIES LIMITED**

Company number: **07055592**



XA12RRJE

Received for Electronic Filing: **26/03/2021**

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**Details of Charge**

Date of creation: **24/02/2021**

Charge code: **0705 5592 0002**

Persons entitled: **BUILT ENVIRONMENT COMMUNICATIONS GROUP LIMITED**

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: **PAULA SLOWEN**



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

Company number: 7055592

Charge code: 0705 5592 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th February 2021 and created by CROWD TECHNOLOGIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th March 2021 .

Given at Companies House, Cardiff on 29th March 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

**24 FEBRUARY 2021**

**(1) BUILT ENVIRONMENT COMMUNICATIONS GROUP LIMITED**

**- and -**

**(2) CROWD TECHNOLOGIES LIMITED**

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**DEBENTURE TO SECURE ALL MONIES OWED**

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THIS DEBENTURE is entered into on the 24<sup>th</sup> day of February 2021

**BETWEEN:**

- (1) **BUILT ENVIRONMENT COMMUNICATIONS GROUP LIMITED** of The Pump House, Garnier Road, Winchester, Hampshire SO23 9QG, company number 03096503 in England and Wales (the '**Lender**')
- (2) **CROWD TECHNOLOGIES LIMITED** of 8-10 Mansion House Place, London EC4N 8BJ company number 07055592 in England and Wales ('**Company**'); and

Each a '**Party**' and together the '**Parties**'

THIS DEED witnesses

**1 INTERPRETATION**

- 1.1 In this agreement ('**Debenture**'), unless the context otherwise requires these terms have the following meanings:

<b>Administrator</b>	an administrator appointed under the Insolvency Act 1986
<b>Assets</b>	all of the undertaking, property and assets of the Company whatsoever and wheresoever, present or future
<b>Business Day</b>	a day other than a Saturday or Sunday which is not a public holiday in England and when banks in London are open for business
<b>Covenants</b>	any of the covenants set out in (i) clause 2; or (ii) clause 4; or (iii) clause 5.1; and any other obligation of the Company to the Lender under this Debenture
<b>Debts</b>	all book and other debts now or in the future owing to the Company, whenever payable and whether liquidated or unliquidated, certain or contingent, together with all cheques, credits and securities given in relation to, or to secure payment of, any such debt; but not including any asset or right effectively charged by way of fixed charge under any other provision of clause 3 below

<b>Encumbrance</b>	any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business
<b>Equipment</b>	all equipment and motor vehicles now or at any time owned by the Company as a capital asset
<b>Group Company</b>	any company which is at any relevant time a subsidiary company or a holding company of the Company, or a subsidiary of any such holding company, or a company which is controlled by persons who control the Company
<b>Insurances</b>	all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds of it
<b>Intellectual Property</b>	<p>all the right title and interest of the Company (now or in the future) in or to any of the following:</p> <ul style="list-style-type: none"><li>(a) any registered intellectual property right in any territory, including without limitation patents, trademarks, service marks, registered designs and any similar right in any territory and any applications or right to apply for any of the above</li><li>(b) any invention, copyright, design right or performance right, including for the avoidance of doubt the Software</li><li>(c) any trade secrets, know-how and confidential information, and</li><li>(d) the benefit of any agreement and/or license for the use of the Software including but not limited to the right to receive all license fees and other payments pursuant to such agreement and/or license and the right to request that the Company either (i) assigns all its interest and rights in such agreement and/or license to the Lender, or (ii) enters into a deed of novation novating such agreement and/or license to the Lender</li></ul>
<b>Investments</b>	all certificated shares, stock, debentures, bonds or other securities or investments (whether or not marketable) from time to time legally or beneficially owned by or on behalf of the Company

<b>Other Claims</b>	all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company that are capable of being satisfied by the payment of money which are not charged by way of fixed charge by any other provision of this Debenture
<b>Secured Liabilities</b>	all money, liabilities and obligations now or in the future owed or incurred by the Company to the Lender of any kind howsoever arising, whether or not immediately payable, including without limitation interest, commission, costs, charges and expenses charged by the Lender at rates agreed between the Lender and the Company
<b>Software</b>	the software known as CrowdControlHQ, including any and all Intellectual Property in relation to such software including (i) the Source Code; and (ii) the object code; and (iii) any other works or material recorded or embodied within the software including any audio or visual content; and (iv) the Software Documentation
<b>Software Documentation</b>	all documentation relating to the Software in whatever form including operating manuals, user manuals, training materials and documents associated with the creation, design, development or modification of the Software including technical or functional specifications, flow charts, algorithms, architectural diagrams, data models, build instructions, testing or configuration documentation and technical data
<b>Source Code</b>	all logic, logic diagrams, flowcharts, specifications, documentation, algorithms, routines, sub-routines, modules, file structures, coding sheets, coding, source materials and listings in relation to the Software however represented or stored and any and all other materials necessary to enable a reasonably skilled programmer to amend, maintain or enhance the Software

1.2 In this Debenture unless the context otherwise requires:

- 1.2.1 the singular includes the plural and *vice versa*, and reference to any gender includes the other genders;
- 1.2.2 references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality;
- 1.2.3 words and phrases defined in the Companies Act 2006 have the same meanings in this Debenture;

- 1.2.4 references to clauses are to clauses or sub-clauses of this Debenture;
- 1.2.5 any reference to any statute or statutory instrument or any section or part of one includes any enactment, present or future, replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and
- 1.2.6 headings are for reference purposes only and shall not affect the construction of anything in this Debenture

## **2 COMPANY'S OBLIGATIONS**

The Company covenants to repay the Secured Liabilities to the Lender as and when they fall due

## **3 CHARGES**

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities the Company, with full title guarantee, charges to the Lender by way of separate fixed charges over the Assets including but not limited to:
  - 3.1.1 the Insurances;
  - 3.1.2 the Intellectual Property;
  - 3.1.3 the Investments;
  - 3.1.4 the Other Claims;
  - 3.1.5 the Equipment;
  - 3.1.6 the Debts;
  - 3.1.7 all its present and future goodwill;
  - 3.1.8 all its uncalled capital;
  - 3.1.9 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Asset, and all rights in connection with them;
  - 3.1.10 all present and future estates or interests of the Company in, or over, any freehold, leasehold or commonhold property; and
  - 3.1.11 the amount from time to time standing to the credit of any bank account(s) operated by the Company

- 3.2 As a continuing security for the payment and discharge of the Secured Liabilities the Company, with full title guarantee, charges to the Lender by way of floating charge over all Assets which are for any reason not effectively charged by this Debenture by way of fixed charge under clause 3.1
- 3.3 As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Lender absolutely, all rights and interests in the Assets subject to a proviso for the reassignment of such Assets on the irrevocable discharge in full of the Secured Liabilities

#### **4 PROTECTION OF LENDER'S RIGHTS**

- 4.1 The Company shall ring-fence within a separate bank account any monies it receives in relation to (i) the Insurances or (ii) sales proceeds in relation to the Assets within clauses 3.1.2 to 3.1.5 inclusive and hold such monies upon trust for the Lender in order to apply them to the next repayment(s) of the Secured Liabilities and shall not without the prior written consent of the Lender use them for any other purpose
- 4.2 The Company covenants that except with the prior written consent of the Lender it shall not:
- 4.2.1 create other than in favour of the Lender any further Encumbrance on or over any of the Assets;
  - 4.2.2 part with or dispose of any of the Assets charged by way of fixed charge or mortgage; or
  - 4.2.3 dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern
- 4.3 The Lender may from time to time by notice in writing to the Company convert any floating charge created by this Debenture into a fixed charge in respect of any Assets which are specified in any such notice. Any such floating charge shall automatically be converted into a fixed charge:
- 4.3.1 immediately before the Company, other than with the prior written consent of the Lender, agrees or resolves to (i) create any Encumbrance over any of the Assets in favour of any other person; or (ii) part with or dispose of any of the Assets other than in the ordinary course of carrying on the Company's business as a going concern; and
  - 4.3.2 in respect of all of the Assets, if the Company ceases to carry on business or to be a going concern or if any voluntary arrangement or other moratorium (other than a moratorium under the Insolvency Act 1986 Section 1A) or compromise with the Company's creditors, or any class of them, is proposed or put into effect;

except that this clause 4.3 shall not apply to Assets situated in Scotland



- 4.4 The Company shall at any time when required by the Lender execute and deliver all deeds and documents, and carry out such other acts, as the Lender may deem necessary to (i) vest in the Lender the security intended to be created by this Debenture over the Assets; or (ii) facilitate the enforcement of that security; or (iii) exercise any powers or discretions intended to be vested in the Lender or the Receiver by this Debenture
- 4.5 This Debenture shall be a continuing security to the Lender and shall remain in force unless and until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of any or all of the Secured Liabilities from time to time, and shall be without prejudice and in addition to any other right, remedy or security the Lender may have now or at any time in the future in respect of any of the Secured Liabilities

## **5 COVENANTS**

- 5.1 Whilst this Debenture continues in force the Company shall:
- 5.1.1 provide to the Lender all information and copies of all documents which the Lender may require relating to the financial affairs of the Company;
  - 5.1.2 put and keep the Equipment in good working order and condition;
  - 5.1.3 maintain and pay all premiums due in relation to such insurances as are normally maintained by prudent companies carrying on similar businesses;
  - 5.1.4 take all action necessary to maintain any registered rights to Intellectual Property in full force and effect, and to make and pursue all applications which it is entitled to make to maintain any such rights
- 5.2 If the Company is in default under any of the Covenants the Lender may at its sole discretion take any steps it reasonably considers necessary or desirable to remedy the default or to make good its effects in whole or in part

## **6 DEMAND AND ENFORCEMENT**

- 6.1 This Debenture shall become enforceable on the happening of any of the following events:
- 6.1.1 the Company is in default under the Covenants and fails to remedy such default with 7 days of the Lender giving notice of said default(s) to the Company; or
  - 6.1.2 any request is made by the Company to the Lender for the appointment of an Administrator or a Receiver or for the Lender to exercise any other power or right available to it; or

- 6.1.3 the occurrence of any event referred to in clause 4.3 or any other event causing the floating charge created by this Debenture to become fixed in relation to any Assets; or
  - 6.1.4 the passing of any resolution, or the presentation of a petition for the winding up of the Company; or
  - 6.1.5 the Company entering administration, or any application being made for an administration order, or any notice being given (by any person to any person) of an intention to appoint an Administrator in relation to the Company; or
  - 6.1.6 any moratorium coming into effect in respect of all or any of the Company's debts, or the Company taking steps to obtain such a moratorium
- 6.2 At any time after this Debenture becomes enforceable, or if the Company so requests at any time, the Lender may appoint any person(s) as receiver(s) (the **Receiver**) of any or all of the Assets charged or to act as administrator(s) of the Company. An appointment over only part of the Assets shall not preclude the Lender from making any subsequent appointment over any other part of the Assets
- 6.3 The appointment of an Administrator or Receiver shall be in writing, and may be signed by any director of the Lender on behalf of the Lender
- 6.4 The Receiver shall be the agent of the Company which shall be solely liable for his acts and defaults and for the payment of his remuneration unless and until the Company enters liquidation, whereafter the Receiver shall act as principal and shall not become the agent of the Lender. The Receiver shall have and be entitled to exercise in relation to the Company all the powers set out in the Insolvency Act 1986 Schedule 1, whether or not he is an administrative receiver

## **7 POWER OF ATTORNEY**

The Company irrevocably and by way of security appoints the Lender and as a separate appointment the Receiver severally as the attorney of the Company with power to carry out any act and execute and deliver any deed or other document on behalf of and in the name of the Company which (i) the Company is required to do or execute under any provision of this Debenture; or (ii) the Lender in its sole opinion considers necessary or desirable for perfecting the title of the Lender to any of the Assets; or (iii) is in the opinion of the Lender necessary to enable the Lender or the Receiver to exercise its rights or powers under this Debenture

## **8 PAYMENT OF MONIES**

- 8.1 Any monies received by the Receiver or the Lender shall, subject to the payment as far as necessary of any claims having priority to this Debenture, be paid or applied in the following order of priority:

- 8.1.1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver and of fees due to the Receiver;
- 8.1.2 in or towards satisfaction of the Secured Liabilities in such order as the Lender may at its discretion require; and
- 8.1.3 as to the surplus (if any) to the person or persons entitled thereto.

- 8.2 The Lender may without prejudice to any other rights it may have at any time and from time to time place any monies received, recovered or realised under or by virtue of this Debenture in a separate account to the credit of either the Company or the Lender as the Lender in its sole discretion sees fit

## **9 CONSOLIDATION**

In addition to any other rights it may have from time to time the Lender shall also have the right at any time, without notice to the Company, to combine or consolidate all or any amounts owed by the Company to the Lender, and/or to set off or transfer any amounts standing to the credit of one or more accounts of the Company in or towards satisfaction of any amount owed to the Lender on any other account or otherwise

## **10 NOTICES**

- 10.1 A notice given to a Party under or in connection with this Debenture shall be in writing and shall be either (i) delivered by hand to the other Party; or (ii) sent by first-class 'Signed For' post to the other Party's address as set out at the head of this Debenture, or to any other address nominated by a Party for the service of notices from time to time and notified to the other Party in writing
- 10.2 Delivery of a notice is deemed to have taken place (i) if delivered by hand, at the time the notice is left at the address; or (ii) if delivered by first class 'Signed For' post, at 9.00am on the second Business Day after posting

## **11 MISCELLANEOUS PROVISIONS**

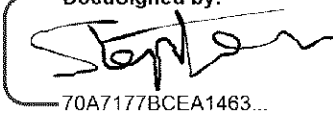
- 11.1 All costs, charges and expenses incurred or paid by the Lender or by the Receiver in the exercise of any power or right given by this Debenture, or in relation to any consent requested by the Company, or in perfecting or enforcing or otherwise its security in connection with this Debenture or the Assets shall be recoverable from the Company on demand as a debt
- 11.2 If the Lender receives notice of any subsequent charge or other security interest affecting any of the Assets the Lender shall be entitled to close the Company's then current bank account(s) and to open new bank account(s) for the Company

- 11.3 The Lender may assign this Debenture to any successor in title to any of the Secured Liabilities, and may disclose any information in its possession relating to the Company its affairs or the Secured Liabilities to any such actual or prospective assignee
- 11.4 This Debenture shall be governed by and construed in accordance with English Law, and the Company submits to the jurisdiction of the English Courts for the purposes of any dispute in relation to it


EXECUTED AS A DEED on the date stated at the beginning of it.

Executed as a deed by  
**BUILT ENVIRONMENT  
COMMUNICATIONS GROUP LIMITED**

Acting by two directors:  
  
Signature of Director

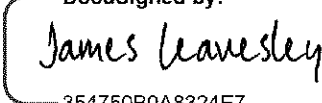
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**STEPHEN POMEROY**

Signature of Director

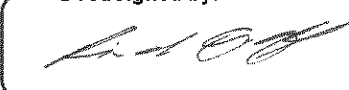
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**CARL DARUVALLA**

Executed as a deed by  
**CROWD TECHNOLOGIES LIMITED**

Acting by two directors:  
  
Signature of Director

DocuSigned by:  
  
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.....  
**JAMES LEAVESLEY**

Signature of Director

DocuSigned by:  
  
80897EB0E5164E0.....  
**RICHARD GEORGE**