



**Registration of a Charge**

Company Name: **EMERALD LAW SOLICITORS LTD**

Company Number: **08837492**



XCWI0L6J

Received for filing in Electronic Format on the: **09/02/2024**

**Details of Charge**

Date of creation: **07/02/2024**

Charge code: **0883 7492 0005**

Persons entitled: **MORLEY CAPITAL LIMITED**

Brief description:

**Contains floating charge(s) .**

**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: **DEAN MORLEY**



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

Company number: 8837492

Charge code: 0883 7492 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th February 2024 and created by EMERALD LAW SOLICITORS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2024 .

Given at Companies House, Cardiff on 13th February 2024

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**



## DEBENTURE

**THIS DEBENTURE (THIS "AGREEMENT") IS 7 February 2024 AND IS ENTERED INTO AS A DEED BETWEEN:**

- (1) MORLEY CAPITAL LTD trading as SIMPLY FUNDED**, of 20 – 22 Wenlock Road, London, N1 7GU (the "**Lender**"); and
- (2) Emerald Law Solicitors Ltd**, of 4th Floor 416 Cotton Exchange, Bixteth Street, Liverpool, England, L3 9LQ (the "**Borrower**").

### WHEREAS:

- (A)** Under the terms of a fixed sum loan agreement dated 7 February 2024 (the "**Loan Agreement**"), The Lender has agreed to make available to the Borrower the Loan (as defined in the Loan Agreement) on the terms of the Loan Agreement;
- (B)** The Borrower has agreed to grant a floating charge over all of its assets to the Lender as security for its obligations under the Loan Agreement on the terms of this Agreement;
- (C)** Under the provisions of the Loan Agreement, the Borrower has authorised the Lender to register the security created under this Agreement with companies house within 21 days of the date of this Agreement.

### 1. DEFINED TERMS

A term defined in the Loan Agreement has the same meaning in this Agreement, or any notice given under or in connection with this Agreement.

### 2. FLOATING CHARGE

- 2.1** As from the date of this Agreement, the Borrower charges by way of first floating charge, the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future (the "**Charged Assets**") to the benefit of the Lender.
- 2.2** The Lender may, in its sole discretion following the occurrence of an Event of Default, convert the floating charge by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.
- 2.3** The security shall remain in full force and effect as a continuing security for all of its obligations under the Loan Agreement (the "**Secured Obligations**") unless and until discharged by the Lender, no part of the security will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.
- 2.4** The Borrower covenants with the Lender, to pay, discharge and satisfy the Secured Obligations that it owes when they become due for payment and discharge in accordance with the terms of the Loan Agreement.

### 3. WHEN SECURITY BECOMES ENFORCEABLE

- 3.1** This security will become immediately enforceable any time:



- (a) upon the occurrence of an Event of Default which is continuing; or
- (b) if the Borrower requests that the Lender exercises any of its powers under this Agreement.

**3.2** After this security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this security in any manner it sees fit.

#### **4. FURTHER ASSURANCE**

The Borrower shall promptly, at its own cost and receipt of any necessary consents, do all such acts or execute all such documents (including assignments, transfers, charges, notarisations, registrations, notices and instructions) as the Lender may reasonably specify:

- (a) to perfect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Borrower of a mortgage, charge, assignment or other security interest over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Lender or any receiver provided by or pursuant to this security or by law;
- (b) to confer on the Lender security over any property, asset or undertaking of the Borrower located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Agreement; and/or
- (c) after the security has become enforceable, to facilitate the realisation of the Charged Assets.

#### **5. ENFORCEMENT**

**5.1** The power of sale or other disposal conferred on the Lender and on any receiver by this security shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 (and the Secured Obligations shall be deemed to be due and payable for that purpose) and such power shall arise from the date of this Agreement (but shall only be exercisable while an Event of Default is continuing).

**5.2** Any restriction imposed by law on the power of sale (including under section 103 of the Law of Property Act 1925) or the right of a mortgagee to consolidated mortgages (including under section 93 of the Law of Property Act 1925) does not apply to this security.

**5.3** Any powers of leasing conferred on the Lender by law are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders or leases and grant options as the Lender may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Law of Property Act 1925).

**5.4** None of the Lender or any receiver nor a nominee of either of them will be liable, by reason of entering into possession of a Charged Asset:

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any default or omission for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful default on its part.



**6. RECEIVER**

After this security has become enforceable (or if requested by the Borrower) the Lender may by deed or otherwise, without prior notice, appoint one or more persons to be a receiver of the whole or any part of the Charged Assets.

**7. MISCELLANEOUS**


The provisions of Clause 15 (*Miscellaneous*) of the Loan Agreement shall be deemed to be incorporated into this Agreement *mutatis mutandis*.



**SIGNATURE PAGE - DEBENTURE**

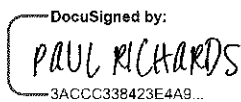
***Lender***

**SIGNED as a DEED for and on behalf of MORLEY CAPITAL LTD TRADING AS SIMPLY FUNDED**

DocuSigned by:  
  
FB3AD11A0EAF4C5...

**SIGNED as a DEED by**  
**DEAN MORLEY**  
Director

in the presence of:-

DocuSigned by:  
  
3ACCC338423E4A9...

Witness's signature

PAUL RICHARDS

Name: \_\_\_\_\_


Address: S10.B Evolve Business Centre, Cygnet Way, Houghton Le Spring, DH45QY

Occupation: CSD



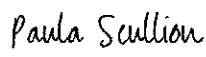
***Borrower***

**SIGNED as a DEED** for and on behalf of **Emerald Law Solicitors Ltd**

DocuSigned by:  
  
C452FE80D1F54D5...

**SIGNED as a DEED by**  
**Oonagh Murphy**  
Director

In the presence of:-

DocuSigned by:  
  
C0DA6B95C3724B1...

Witness's signature

Name: Paula Scullion

Address: Emerald Law Solicitors, Suite 416 The Cotton Exchange, Bixteth Street, Liverpool, L3 9L

Occupation: solicitor