



Registration of a Charge

Company name: **CROWDFUNDER LTD**

Company number: **07831511**



X64AYE7L

Received for Electronic Filing: **13/04/2017**

Details of Charge

Date of creation: **28/03/2017**

Charge code: **0783 1511 0001**

Persons entitled: **CROWDCUBE LIMITED**

Brief description: **AS A CONTINUING SECURITY FOR THE PAYMENT AND DISCHARGE OF THE SECURED LIABILITIES, THE BORROWER WITH FULL TITLE GUARANTEE CHARGES TO CROWDCUBE, SUBJECT TO CLAUSE 3.2 OF THE CHARGING DOCUMENT, BY WAY OF FIRST FIXED CHARGE, ALL PROPERTIES ACQUIRED BY THE BORROWER IN THE FUTURE; ALL PRESENT AND FUTURE INTERESTS OF THE BORROWER NOT EFFECTIVELY MORTGAGED OR CHARGED UNDER THE PRECEDING PROVISIONS OF THE CHARGING DOCUMENT IN OR OVER FREEHOLD OR LEASEHOLD PROPERTY; AND ALL THE INTELLECTUAL PROPERTY. PLEASE SEE CHARGE DOCUMENT FOR MORE DETAILS.**

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: **JONATHAN HYDE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7831511

Charge code: 0783 1511 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2017 and created by CROWDFUNDER LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2017 .

Given at Companies House, Cardiff on 18th April 2017

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

(1) CROWDFUNDER LTD

- and -

(2) CROWDCUBE LIMITED

DEBENTURE

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THIS DEED is dated

28 March

2017

PARTIES

- (1) **Crowdfunder Ltd** incorporated and registered in England and Wales with company number 07831511 whose registered office is at First & Second Floor, 11 Cliff Road, Newquay, Cornwall, TR7 2NE (the Borrower); and,
- (2) **Crowdcube Limited** incorporated and registered in England and Wales with company number 07014587 whose registered office is at The Innovation Centre, University of Exeter, Rennes Drive, Exeter, Devon EX4 4RN (Crowdcube).

BACKGROUND

- (A) Crowdcube has agreed pursuant to the Loan Agreement to provide the Borrower with loan facilities on a secured basis.
- (B) This debenture provides security which the Borrower has agreed to give Crowdcube for the loan facilities under the Loan Agreement.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

The following definitions in this clause apply in this debenture:

- | | |
|-----------------------|---|
| Administrator: | an administrator appointed to manage the affairs, business and property of the Borrower pursuant to paragraph 3 of Schedule 4. |
| Book Debts: | all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them. |
| Borrowed Money | <p>Any Indebtedness of the Borrower for or in respect of:</p> <ul style="list-style-type: none">(a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;(b) any bond, note, loan stock, debenture, commercial paper or similar instrument;(c) any acceptances under any acceptance credit or bill discounting facility (or dematerialised equivalent) or any note purchases or documentary credit facilities;(d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Borrower in the event of non-payment of such receivables or financial assets when due;(e) any deferred payment for assets or services acquired, other than trade credit that is given in the |

ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days;

(f) any rental or hire charges under any finance lease (whether for land, machinery, equipment or otherwise);

(g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Borrower's performance of a contract;

(h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Borrower's balance sheet because they are contingent, conditional or otherwise);

(i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the market to market value shall be taken into account); and

(j) any guarantee, counter-indemnity or other assurance against financial loss that the Borrower has given for any indebtedness of the type referred to in any other paragraph of this definition incurred by any person.

Business Day:

a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.

Costs:

all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

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 Borrower, including any part of it and all spare parts, replacements, modifications and additions.

Event of Default

(a) the Borrower fails to pay any of the Secured Liabilities when due;

(b) the Borrower is in breach of any of its obligations to Crowdcube and that breach (if capable of remedy) has not been remedied to the reasonable satisfaction of Crowdcube within 14 days of written notice by Crowdcube to the Borrower to remedy the breach;

(c) any representation, warranty or statement made, repeated or deemed made by the Borrower to

Crowdcube is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made;

(d) any Borrowed Money is not paid when due or within any originally applicable grace period;

(e) any Borrowed Money becomes due, or capable of being declared due and payable prior to its stated maturity by reason of an event of default however described;

(f) any commitment for Borrowed Money is cancelled or suspended by a creditor of the Borrower by reason of an event of default however described;

(g) any creditor of the Borrower becomes entitled to declare any Borrowed Money due and payable prior to its stated maturity by reason of an event of default (however described);

(h) the Borrower stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;

(i) the value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities);

(j) a moratorium is declared in respect of any indebtedness of the Borrower;

(k) any action, proceedings, procedure or step is taken for the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower;

(l) any action, proceedings, procedure or step is taken for the composition, compromise, assignment or arrangement with any creditor of the Borrower;

(m) any action, proceedings, procedure or step is taken for the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets;

(n) the Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties);

(o) any event occurs in relation to the Borrower similar to those set out in paragraphs (j) to (n) (inclusive) under the laws of any applicable jurisdiction;

(p) a distress, attachment, execution, expropriation, sequestration or another analogous legal process is

levied, enforced or sued out on, or against, the Borrower's assets;

(q) any Security on or over the assets of the Borrower becomes enforceable;

(r) any provision of this debenture or any document under which the Borrower owes obligations to Crowdcube is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;

(s) the Borrower repudiates or shows an intention to repudiate this debenture or any document under which the Borrower owes obligations to Crowdcube; and

(t) the Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business.

Excluded Property

each leasehold property held by the Borrower under a lease that either precludes absolutely, or requires consent of a third party to, the creation of Security over the Borrower's leasehold interest in that property.

Indebtedness

Any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

Intellectual Property:

the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, 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.

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 Borrower, 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.

Loan Agreement:

the loan agreement dated the same date as this debenture between the Borrower and Crowdcube for the provision of loan facilities secured by this debenture.

Permitted Security	has the meaning given to it in the Loan Agreement.
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 Borrower or in which the Borrower holds an interest and Property means any of them.
Receiver:	a receiver and/or manager of any or all of the Secured Assets appointed under paragraph 2 of Schedule 4.
Secured Assets:	all the assets, property and undertaking for the time being subject to the Security interest created by this debenture (and references to Secured Assets include references to any part of them).
Secured Liabilities:	all present and future monies, obligations and liabilities owed by the Borrower to Crowdcube, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, (including under or in connection with the Loan Agreement or this debenture), together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.
Security Interest:	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.
Security Period:	the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Interpretation

Unless the context otherwise requires, in this debenture:

- 1.2.1 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture;
- 1.2.2 a reference to one gender includes a reference to the other genders;
- 1.2.3 words in the singular include the plural and in the plural include the singular;
- 1.2.4 a reference to a clause or Schedule is to a clause or Schedule of or to this debenture;
- 1.2.5 a reference to this debenture (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended or novated from time to time;

- 1.2.6 a reference to a **person** shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person;
- 1.2.7 a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly);
- 1.2.8 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.9 a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- 1.2.10 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.11 a reference to the **Borrower** or **Crowdcube** shall include its successors, permitted transferees and permitted assigns;
- 1.2.12 a reference to **continuing** in relation to an Event of Default means an Event of Default which has not been remedied or waived; and
- 1.2.13 the headings do not form part of this debenture or any part of it and do not affect its interpretation.

1.3 Insolvency Act 1986

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture.

2 Covenant to pay

- 2.1 The Borrower shall on demand pay to Crowdcube and discharge the Secured Liabilities when they become due.

3 Grant of security

3.1 Charging clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

- 3.1.1 charges to Crowdcube, by way of first fixed charge:

- (a) subject to clause 3.2 below all Properties acquired by the Borrower in the future;
- (b) subject to clause 3.2 below all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;

- (d) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Secured Assets and all rights in connection with them;
- (e) all present and future goodwill and uncalled capital for the time being of the Borrower; and
- (f) all Equipment;
- (g) all the Intellectual Property;
- (h) all the Book Debts;
- (i) all the investments; and
- (j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, save for all monies held from time to time by the Borrower in its named accounts on behalf of its funding partners; and

3.1.2 charges to Crowdcube, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1.1.

3.2 Leasehold Security Restrictions

3.2.1 Subject to clause 3.2.2 and 3.2.3 the security created by clause 3.1 and clause 3.2 shall not apply to an Excluded Property until the Borrower obtains any relevant consent, or waiver of any prohibition, to the creation of security over that Excluded Property.

3.2.2 In relation to each Excluded Property, the Borrower undertakes to:

- (a) apply for the relevant consent or waiver of prohibition within five Business Days of the date of this debenture, and to use its best endeavours to obtain that consent or waiver as soon as possible;
- (b) keep Crowdcube informed of its progress in obtaining that consent or waiver; and
- (c) immediately on receipt of the consent or waiver, provide Crowdcube with a copy of that consent or waiver.

3.2.3 immediately on receipt by the Borrower of the relevant consent or waiver, that Excluded Property shall become the subject of a mortgage or charge (as appropriate) pursuant to Clause 3.1.1(a).

3.3 Conversion of floating charge

Crowdcube may in its sole discretion by written notice to the Borrower, convert the floating charge created under this debenture into a fixed charge as regards any part of the Secured Assets specified by Crowdcube in that notice if an Event of Default occurs and is continuing.

The floating charge created by this debenture will be converted to a fixed charge immediately if any subsequent floating charge is converted to a fixed charge.

4 Liability of Borrower

4.1 Liability not discharged

The liability of the Borrower under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by any security, guarantee, indemnity, remedy or other right held by or available to Crowdcube being or becoming wholly or partially illegal, void or unenforceable on any ground.

5 Representations and warranties

5.1 The Borrower represents and warrants to Crowdcube in the terms set out in Schedule 1. The representations and warranties set out in Schedule 1 are made on the date of this debenture and shall be deemed to be made on each day of the Security Period with reference to the facts and circumstances then existing.

5.2 Warranties qualified by the expression so far as the Borrower is aware (or any similar expression) are deemed to be given to the best of the knowledge, information and belief of the Borrower after it has made all reasonable enquiries.

6 Covenants

6.1 Covenants

The Borrower covenants with Crowdcube during the continuance of the security constituted by this debenture in the terms set out in Schedule 2.

7 Powers of Crowdcube

Crowdcube shall have the powers set out in Schedule 3.

8 Enforcement

8.1 Enforcement events

The security constituted by this debenture shall be immediately enforceable on the occurrence of an Event of Default, which is continuing. The parties to this debenture agree that the provisions of Schedule 4 shall apply to this debenture and shall be binding between them.

8.2 Receiver's powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in paragraph 1 of Schedule 4.

9 Costs and indemnity

9.1 Costs

The Borrower shall pay to or reimburse Crowdcube and any Receiver on demand, on a full indemnity basis, all Costs properly incurred by Crowdcube and/or any Receiver in relation to:

9.1.1 this debenture or the Secured Assets; or

9.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of Crowdcube's or the Receiver's rights under this debenture; or

9.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with, in the case of clause 9.1.2 and clause 9.1.3, interest on the amount due at the default rate of interest specified at the highest rate of interest in any document evidencing the Secured Liabilities.

9.2 Indemnity

Crowdcube and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Secured Assets in respect of all actions, liabilities and Costs incurred or suffered in or as a result of any default or delay by the Borrower in performing any of its obligations under this debenture.

10 Release

10.1 Release

10.2 Upon the expiry of the Security Period (but not otherwise) Crowdcube shall, at the request and cost of the Borrower, take whatever action is necessary to release the Secured Assets from the security constituted by this debenture and reassign the Secured Assets to the Borrower.

11 Assignment and transfer

11.1 Assignment by Crowdcube

Crowdcube may at any time, without the consent of the Borrower, assign or transfer the whole or any part of Crowdcube's rights and/or obligations under this debenture to any subsidiary, associated or related entity.

11.2 Assignment by Borrower

The Borrower may not assign any of its rights or transfer any of its obligations under this debenture or enter into any transaction, which would result in any of those rights or obligations passing to another person.

12 Power of attorney

12.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints Crowdcube and every Receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

12.1.1 the Borrower is required to execute and do under this debenture and has failed to do; and/or

12.1.2 any attorney deems proper in exercising any of the rights, powers, authorities and discretions conferred by this debenture or by law on Crowdcube or any Receiver.

12.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 12.1.

13 Further provisions

13.1 Certificates

A certificate or determination by Crowdcube as to any amount for the time being due to it from the Borrower shall (in the absence of any manifest error) be conclusive evidence of the amount due.

13.2 Rights cumulative

The rights and powers of Crowdcube conferred by this debenture are cumulative, may be exercised as often as Crowdcube considers appropriate, and are in addition to its rights and powers under the general law.

13.3 Waivers

Any waiver or variation of any right by Crowdcube (whether arising under this debenture or under the general law) shall only be effective if it is in writing and signed by each party and applies only in the circumstances for which it was given and shall not prevent Crowdcube from subsequently relying on the relevant provision.

13.4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of Crowdcube shall in any way preclude Crowdcube from exercising any right or power under this debenture or constitute a suspension or variation of any such right or power.

13.5 Delay

No delay or failure to exercise any right or power under this debenture shall operate as a waiver.

13.6 Single or partial exercise

No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right.

13.7 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

13.8 Counterparts

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

13.9 Third party rights

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

13.10 Perpetuity period

if the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

14 Notices

14.1 Service

Any notice or other communication given under this debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post to the address and for the attention of the relevant party as set out in Schedule 5 or such other address as may be notified in writing from time to time by the relevant party to the other party.

14.2 Receipt

Receipt of any notice, given under clause 14.1 above, shall be deemed to be:

14.2.1 if delivered personally, at the time of delivery; or

14.2.2 in the case of pre-paid first-class letter, 48 hours from the date of posting.

but if deemed receipt occurs:

(a) before 9:00 am on a Business Day, the notice shall be deemed to have been received at 9:00 am on that day; or

(b) after 5:00 pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9:00 am on the next Business Day.

14.3 Proof of service

In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in Schedule 5 (or as otherwise notified by that party under clause 14.1 above) and delivered either:

14.3.1 to that address, or

14.3.2 into the custody of the postal authorities as a pre-paid first-class letter.

14.4 E-mail invalid

Notice given under this debenture shall not be validly served if sent by e-mail.

15 Governing law and jurisdiction

15.1 Governing law

This debenture 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 according to the law of England and Wales.

15.2 Jurisdiction

The parties to this debenture irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out

of or in connection with this debenture or its subject matter or formation (including non-contractual disputes or claims).

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

Schedule 1 - Representations and warranties

1 Ownership of Secured Assets

The Borrower is the legal and beneficial owner of the Secured Assets free from any Security Interest other than the Security Interests created by this debenture or any Permitted Security.

2 Adverse claims

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Secured Assets or any interest in it.

3 Adverse covenants and interests

So far as the Borrower is aware, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Secured Assets.

4 No breach of laws

So far as the Borrower is aware, there is no breach of any law or regulation, which materially adversely affects the Secured Assets.

Schedule 2 - Covenants

1 Negative pledge and disposal restrictions

1.1 The Borrower shall not at any time, except with the prior written consent of Crowdcube:

- 1.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Assets other than any Security Interests created by this debenture or any Permitted Security; or
- 1.1.2 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, except for the disposal in the ordinary course of business of any of the Secured Assets subject to the floating charge created under this debenture; or
- 1.1.3 create or grant (or purport to create or grant) any interest in any Secured Assets in favour of a third party.

2 Trading and preservation of Secured Assets

2.1 The Borrower shall:

- 2.1.1 carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business; and
- 2.1.2 not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by Crowdcube or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this debenture.

3 Statutory compliance

3.1 The Borrower shall:

- 3.1.1 not, without Crowdcube's prior written consent, use or permit the Secured Assets to be used in any way contrary to law;
- 3.1.2 comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Secured Assets;
- 3.1.3 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Assets; and
- 3.1.4 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

4 Insurance

4.1 The Borrower shall:

- 4.1.1 insure and keep insured all of its undertaking and assets with reputable and responsible insurers and on such terms as are

reasonably acceptable to Crowdcube in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as Crowdcube shall from time to time reasonably request;

4.1.2 procure that the interest of Crowdcube is noted on all its policies of insurance; and

4.1.3 duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

4.2 The Borrower shall apply all monies received by virtue of any insurance of the whole or any part of the Secured Assets:

4.2.1 in making good or in recouping expenditure incurred in making good any loss or damage; or

4.2.2 if Crowdcube in its discretion so requires at any time after the security constituted by this debenture has become enforceable, towards the discharge of the Secured Liabilities.

5 Repair

5.1 The Borrower shall:

5.1.1 at all times keep in good and substantial repair and condition all the Secured Assets including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property, where they are the responsibility of the Borrower; and

5.1.2 keep all Equipment in good repair, working order and condition and fit for its purpose.

6 Notice of breach

6.1 The Borrower shall promptly upon becoming aware of the same give Crowdcube notice in writing of any breach of:

6.1.1 any representation or warranty set out in Schedule 1; and

6.1.2 any covenant set out in this Schedule 2.

7 Further assurance

7.1 The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as Crowdcube may reasonably require) in favour of Crowdcube as Crowdcube shall in its absolute discretion from time to time require over all or any part of the Secured Assets and give all notices, orders and directions which Crowdcube may reasonably require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Secured Assets.

8 Borrower's waiver of set-off

8.1 The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this debenture).

9 Information

9.1 The Borrower shall:

- 9.1.1 give Crowdcube such information concerning the location, condition, use and operation of the Secured Assets as Crowdcube may reasonably require.
- 9.1.2 on reasonable prior notice, permit any persons designated by Crowdcube and any Receiver to enter on its premises and inspect and examine any Secured Assets, and the records relating to that Secured Assets, at all reasonable times and on reasonable prior notice; and
- 9.1.3 promptly notify Crowdcube in writing of any action, claim or demand made by or against it in connection with any Secured Assets or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to Crowdcube's prior approval, implement those proposals at its own expense.

10 Intellectual Property Covenants

10.1 Preservation of rights

The Borrower 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.

10.2 Registration of Intellectual Property

The Borrower shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep Crowdcube informed of all matters relating to each such registration.

10.3 Maintenance of Intellectual Property

The Borrower shall not, so far as it is able, permit any Intellectual Property to be abandoned, cancelled or to lapse.

Schedule 3 - Powers of Crowdcube

1 Power to remedy

- 1.1 Crowdcube shall be entitled (but shall not be bound) to remedy a breach at any time by the Borrower of any of its obligations contained in this debenture and the Borrower irrevocably authorises Crowdcube and its agents to do all such things as are necessary or desirable for that purpose.

2 Exercise of rights

- 2.1 The rights of Crowdcube under paragraph 1 of this Schedule 3 are without prejudice to any other rights of Crowdcube under this debenture and the exercise of those rights shall not make Crowdcube liable to account as a mortgagee in possession.

3 Power to dispose of chattels

- 3.1 At any time after the security constituted by this debenture shall have become enforceable, Crowdcube or any Receiver:

3.1.1 may dispose of any chattels or produce found on any Property as agent for the Borrower; and

3.1.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Borrower against any liability arising from such disposal.

4 Prior Security Interests

- 4.1 At any time after the security constituted by this debenture shall have become enforceable or after any powers conferred by any Security Interest having priority to this debenture shall have become exercisable, Crowdcube may:

4.1.1 redeem such or any other prior Security Interest or procure its transfer to itself; and

4.1.2 settle any account of the holder of any prior Security Interest.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower and all monies paid by Crowdcube to an encumbrancer in settlement of such an account shall, as from its payment by Crowdcube, be due from the Borrower to Crowdcube on current account and shall bear interest and be secured as part of the Secured Liabilities.

5 Indulgence

- 5.1 Crowdcube may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this debenture (whether or not such person or persons are jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this debenture or to the liability of the Borrower for the Secured Liabilities.

Schedule 4 - Enforcement

1 Appointment of Receiver

- 1.1 Any receiver appointed by Crowdcube will (in addition to all powers conferred on him by law) and after the security constituted by this debenture has become enforceable, have the following powers exercisable upon such terms and conditions as he thinks fit:
- 1.1.1 to take possession of and generally to manage the Secured Assets and any business of the Borrower;
 - 1.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Borrower is or is to be a party;
 - 1.1.3 to carry out on any Property (or on any other property which it may in his opinion be necessary or desirable to work upon) any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary or desirable for such purposes;
 - 1.1.4 to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Property;
 - 1.1.5 to sell, lease, licence, surrender or accept surrenders of leases or licences of, charge or otherwise deal with and dispose of the Secured Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;
 - 1.1.6 to insure the Secured Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;
 - 1.1.7 to call any uncalled capital of the Borrower with all the powers conferred by the articles of association of the Borrower in relation to calls;
 - 1.1.8 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
 - 1.1.9 to purchase materials, tools, equipment, goods or supplies;
 - 1.1.10 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
 - 1.1.11 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Borrower's Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
 - 1.1.12 to make any elections for value added tax purposes; and

- 1.1.13 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Secured Assets.
- 1.2 In the case of joint receivers any power may be exercised jointly or severally.
- 1.3 Any money received by the receiver will be applied in the following order:
 - 1.3.1 In payment of all money borrowed by him and his expenses, liabilities and fees; and
 - 1.3.2 In or towards the remaining matters specified in section 109(8) of the Law of Property Act 1925.
- 2 Appointment of an Administrator
 - 2.1 Crowdcube may without notice to the Borrower appoint any one or more persons to be an administrator of the Borrower pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this debenture becomes enforceable.
 - 2.2 Any appointment under this paragraph 3 shall:
 - 2.2.1 be in writing signed by a duly authorised signatory of Crowdcube, and
 - 2.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.
 - 2.3 Crowdcube may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 3 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

Schedule 5 - Notice details

The Borrower:

Crowdfunder Ltd

First & Second Floor, 11 Cliff Road,
Newquay, Cornwall, TR7 2NE

Attention: Philip Walker

Crowdcube:

Crowdcube Limited

The Innovation Centre, University of Exeter,
Rennes Drive, Exeter, Devon EX4 4RN

For the attention of: Paul Massey, General
Counsel

PLEASE ENSURE THAT YOU TAKE INDEPENDENT LEGAL ADVICE PRIOR TO
EXECUTING THIS DEBENTURE

Executed as a deed by Crowdfunder Ltd by a
director

PHIL GERAGHTY
(print name)

Director

in the presence of:

WITNESS

Signature: [REDACTED]

Name: ROB LOVE

Address: THE GLOBE

COLAN

NEWBURY

Occupation: DIRECTOR

Executed as a deed by Crowdcube Limited by
a director

PARREN WESTLAKE
(print name)

Director

in the presence of:

WITNESS

Signature: [REDACTED]

Name: PAUL MARSON

Address: LOWER GREYSTONES

DODDLESDON SLEIGH

DIETER, EX6 7PE

Occupation: SOLICITOR