

MR01

Particulars of a charge



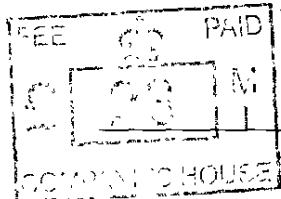
Companies House

010218096 / 46
25 (R)



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable w
Please see 'How to pay'



✓ What this form is for

You may use this form to register
a charge created or evidenced by
an instrument.

✗ What this form is NOT for

You may not use this form to
register a charge where
instrument. Use form M



LD2

L7YNDRTM

05/02/2019

#68

COMPANIES HOUSE

This form **must** be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 0 9 0 7 0 0 5 0

Company name in full The Pool (UK) Limited

5 For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date d 0 5 m 0 2 y 2 0 y 1 9

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Betty Investments Limited (Company Number 09806525)

Name

Name

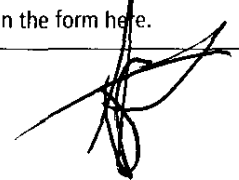
Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.


MR01


Particulars of a charge


4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature  This form must be signed by a person with an interest in the charge.	X

MR01


Particulars of a charge


	Presenter information
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	Rod Horler
Company name	Dixon Ward
Address	16 The Green
Post town	Richmond
County/Region	Surrey
Postcode	T W 9 1 Q D
Country	England
DX	100251 Richmond 2
Telephone	020 8940 4051

	Certificate
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	

	Checklist
We may return forms completed incorrectly or with information missing.	

Please make sure you have remembered the following:	
<input type="checkbox"/>	The company name and number match the information held on the public Register.
<input type="checkbox"/>	You have included a certified copy of the instrument with this form.
<input type="checkbox"/>	You have entered the date on which the charge was created.
<input type="checkbox"/>	You have shown the names of persons entitled to the charge.
<input type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
<input type="checkbox"/>	You have given a description in Section 4, if appropriate.
<input type="checkbox"/>	You have signed the form.
<input type="checkbox"/>	You have enclosed the correct fee.
<input type="checkbox"/>	Please do not send the original instrument; it must be a certified copy.

	Important information
Please note that all information on this form will appear on the public record.	

	How to pay
A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House.'	

	Where to send
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.	
For companies registered in Scotland: The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF. DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post).	
For companies registered in Northern Ireland: The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG. DX 481 N.R. Belfast 1.	

	Further information
For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk	

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9070050

Charge code: 0907 0050 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2019 and created by THE POOL (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2019.

00

Given at Companies House, Cardiff on 8th February 2019



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

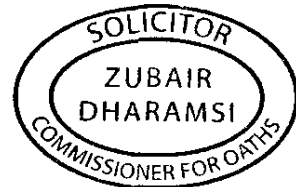
Dated 5 February 2019

BETTY INVESTMENTS LIMITED

—and—

THE POOL (UK) LIMITED

DEBENTURE



05.02.2019
WE HEREBY CERTIFY THIS
TO BE A TRUE COPY OF
THE ORIGINAL DOCUMENT

ROSE & ROSE
30 STAMFORD STREET
LONDON
SE1 9PY
TEL: 020 8974 7490
SRA 559162

THIS DEBENTURE is made as a deed on 5 February 2019

PARTIES

- (1) Betty Investments Limited a company incorporated and registered in England and Wales with company number 09806525 whose registered office is at 16 The Green, Richmond, Surrey, TW9 1QD (the **Lender**); and
- (2) The Pool (UK) Limited a company incorporated and registered in England and Wales with company number 09070050 whose registered office is at National House, 4th Floor, Wardour Street, London, England, W1F 0TA (the **Borrower**);

(each of the Lender and the Borrower being a Party and together the Lender and the Borrower are the **Parties**).

RECITALS:

- A The Lender has agreed to provide the Borrower with the loan on the terms of the Loan Agreement.
- B It is a condition precedent to the provision of the loan that the Borrower provide security to the Lender to secure the payment and discharge of the Secured Liabilities.
- C The Borrower has agreed to create the security required by entering into this Deed and the Lender has agreed to accept the security so created in place of and in substitution for all security previously provided.

THE PARTIES AGREE:

1 Definitions and interpretation

- 1.1 Words and expressions defined in the Loan Agreement (defined below) will have the same meanings in this Deed unless they are expressly defined in this Deed.

- 1.2 In this Deed, unless otherwise provided:

Charged Assets means all the assets, goodwill and undertakings of the Borrower for the time being subject to the security interests created by this Deed;

Default Rate means the rate of interest provide in clause **Error! Reference source not found.** of the Loan Agreement;

Encumbrance means any mortgage, charge, pledge, lien 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 similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Borrower's business;

Loan Agreement means the Loan Agreement dated 5 February 2019 between the Borrower and the Lender;

Intellectual Property means copyright, patents, know-how, trade secrets, trade marks, trade names, the right to sue in passing off, design right, get-up, database right, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Borrower is or may be entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right;

Receiver means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lender is permitted to appoint such administrative receiver);

Secured Liabilities means the liabilities of the Borrower to the Lender under or pursuant to the Loan Agreement

Securities means all right, title and interest of the Borrower, now or in the future, in any:

- (a) stocks,
- (b) shares,
- (c) instruments creating, or
- (d) acknowledging any debt or other securities issued by any person, and

Security Period the period starting on the date of this debenture and ending on the day 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.

1.3 Writing includes manuscript, facsimiles and emails.

2 Borrower's obligation to pay

2.1 The Borrower covenants with the Lender that it will pay and discharge to the Lender the Secured Liabilities on written demand when due.

3 Creation of security



3.1 As continuing security for the payment and discharge of the Secured Liabilities the Borrower charges to the Lender with full title guarantee:

3.1.1 by way of fixed charge the assets set out in Schedule 1; and

3.1.2 by way of floating charge the Borrower's bank accounts and other assets not otherwise effectively charged by clauses **Error! Reference source not found.** .

4 Crystallisation

4.1 The floating charge created by clause 3.1.2 will crystallise into a fixed charge:

4.1.1 by notice in writing given by the Lender to the Borrower at any time after the security constituted by this Deed becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower; or

4.1.2 automatically and instantly without notice if the Borrower resolves, without the Lender's prior written consent, to take or takes any step to:

- (a) create an Encumbrance over any or all of the Charged Assets;
- (b) create a trust over any or all of the Charged Assets;
- (c) dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Borrower's business;

4.1.3 automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets; or

4.1.4 automatically and instantly without notice if an Event of Default occurs.

5 Borrower's undertakings and covenants

5.1 The Borrower covenants not, without the prior written consent of the Lender, to do or allow any act or omission which may prejudice the value to the Lender of the Charged Assets.

6 Enforcement

The Lender may enforce this Deed at any time after:

6.1 the occurrence of an Event of Default;


6.2 the floating charge has crystallised under clause 4;



- 6.3 there has occurred any other event which in the Lender's opinion actually or potentially jeopardises the security created by this Deed.

7 Appointment, powers and removal of receivers

- 7.1 At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).
- 7.2 The Lender may determine the remuneration of the Receiver.
- 7.3 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not.
- 7.4 The Receiver will be the agent of the Borrower and the Borrower will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Borrower goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender.
- 7.5 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Borrower:
- 7.5.1 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;
 - 7.5.2 to grant options, licences or any other whatsoever in the Charged Assets;
 - 7.5.3 to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;
 - 7.5.4 to exercise any voting rights appertaining to the Borrower;
 - 7.5.5 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed; and
 - 7.5.6 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same;
- 7.6 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.



7.7 Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

8 Powers of sale, leasing etc

8.1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lender will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 7.

8.2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Borrower or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this Deed has become enforceable.

8.3 The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately.

8.4 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

8.5 Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

9 Attorney

9.1 By way of security the Borrower irrevocably appoints the Lender, whether or not a Receiver has been appointed, and any Receiver separately as Borrower's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of the Borrower under this Deed, or may be deemed by such attorney necessary or desirable for any purpose of this Deed or to enhance or perfect the security intended to be constituted by such attorney or to convey or transfer legal ownership of any Charged Assets.

9.2 The Borrower will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this Deed and all transactions entered into by the



Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.

10 Application of moneys received

10.1 Any money received under this Deed will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

10.1.1 in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver;

10.1.2 in or towards satisfaction of the Secured Liabilities; and

10.1.3 as to the surplus, if any, to the person or persons entitled to it.

10.2 The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this Deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities.

11 Indemnity

11.1 The Borrower will indemnify the Lender against all and any costs, charges and expenses arising:

11.1.1 out of any of the assets charged or assigned pursuant to clause 3 resulting in the Borrower or the Lender or the Receiver infringing or allegedly infringing any third party rights; and

11.1.2 in relation to any proceedings referable to the Borrower brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets.

11.2 The Borrower agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Borrower.

11.3 The Borrower indemnifies the Lender and its employees and agents fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any delay or failure of the Borrower in complying with clause 5 or with any law, regulation, directive or code of practice applicable to the Borrower or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters.

11.4 Without prejudice to the generality of this clause the costs recoverable by the Lender and/or any Receiver under this Deed shall include:



- 11.4.1 all reasonable costs, whether or not allowable on a taxation by the courts, of all proceedings for the enforcement of this Deed or for the recovery or attempted recovery of the Secured Liabilities;
- 11.4.2 all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Deed; and
- 11.4.3 all costs and losses arising from any default by the Borrower in the payment when due of any of the Secured Liabilities or the performance of its obligations under this Deed.
- 11.5 Any overdue amounts secured by the Deed will carry interest at the Default Rate. Interest will accrue on a day-to-day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rates on the Lender's usual quarter days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.
- 11.6 Money received or held by the Lender pursuant to this debenture may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lender considers necessary or desirable to discharge the Secured Liabilities in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender, for purchasing the currency to be acquired with the existing currency.

12 Further security

The Borrower will on the demand of the Lender execute and deliver to the Lender at the cost of the Borrower any document that the Lender reasonably requires further to secure the payment of the Secured Liabilities, or to create, enhance or perfect any fixed security over any of the Charged Assets or to give full effect to this debenture or to vest title to any of the Charged Assets in the Lender or the Lender's nominee or any purchaser.

13 Miscellaneous

13.1 Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

13.2 Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

13.3 Further assurance

Each party will do all further acts and execute all further documents necessary to give effect to this Deed.



13.4 Rights of third parties

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

13.5 Assignment and subcontracting

13.5.1 The consent of the Borrower is required for an assignment or transfer by the Lender.

13.5.2 The Borrower may not assign any of its rights or transfer any rights or obligations under this Deed.

13.6 Entire agreement

This Deed and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to the Loan whether written or oral.

13.7 Succession

This Deed will bind and benefit each party's successors and assignees.

13.8 Counterparts

This Deed may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original; all counterparts will together constitute one instrument.

14 Governing law and jurisdiction

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

14.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims)

IN WITNESS WHEREOF the Parties have executed and delivered this Deed on the day and year first above written.

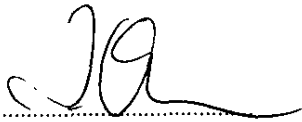


SCHEDULE 1
ASSETS CHARGED BY WAY OF FIXED CHARGE

- 1 All fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment of the Borrower and the benefit of any agreements, licences and warranties in respect thereof.
- 2 All book debts of the Borrower arising in the ordinary course of its business and all benefits, security and rights held in or to secure the payment of the book debts.
- 3 All debts and moneys due or payable to the Borrower except those referred to in paragraph 2 above including all amount standing credit of the Borrower's bank accounts whether such bank account is with the Lender or a third party.
- 4 All Intellectual Property belonging to the Borrower.
- 5 All present and future goodwill in the Borrower.
- 6 All rights under any agreement to which the Borrower is a party which has not been assigned to the Lender.



Executed as a deed by Betty Investments Limited acting by its director
Dominic Hill in the presence of:



[signature of witness]

[insert name of witness] Anija Obmann

[insert witness address] 11 Minimax Close
TW14 5EQ

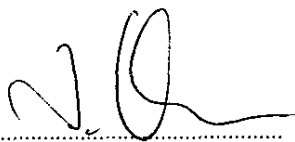
[insert witness occupation] Manager



[signature of director]

Director

Executed as a deed by The Pool (UK) Limited acting by its director Dominic
Hill in the presence of:

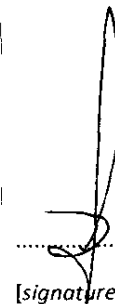


[signature of witness]

[insert name of witness] Anija Obmann

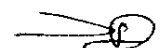
[insert witness address] 11 Minimax Close
TW14 5EQ

[insert witness occupation] Manager



[signature of director]

Director





A handwritten signature in black ink, appearing to be "Zubair Dharamsi".

05.02.2019

ROSE & ROSE
30 STAMFORD STREET
LONDON
SE1 9PY
TEL: 020 8974 7490
SRA 559162

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