



**Registration of a Charge**

Company name: **CROSSBROOK FURNITURE LIMITED**  
Company number: **00955665**



X6911FY0

Received for Electronic Filing: **28/06/2017**

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**Details of Charge**

Date of creation: **28/06/2017**  
Charge code: **0095 5665 0007**  
Persons entitled: **BRIAN LESLIE MITCHELL**

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: **SHERRARDS SOLICITORS**



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

Company number: 955665

Charge code: 0095 5665 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2017 and created by CROSSBROOK FURNITURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2017 .

Given at Companies House, Cardiff on 29th June 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

Dated 28 June 2017

## Debenture

1. Crossbrook Furniture Limited
2. Brian Leslie Mitchell

 **sherrards**  
solicitors

4 Beaconsfield Road  
St Albans  
AL1 3RD

Tel: 01727 832 830

THIS DEED is dated the 29<sup>th</sup> day of JUNE 2017

## **PARTIES**

- (1) **CROSSBROOK FURNITURE LIMITED** incorporated and registered in England and Wales with company number 00955665 whose registered office is at 5 Yeomans Court, Ware Road, Hertford, Hertfordshire, SG13 7HJ (**Borrower**); and
- (2) **BRIAN LESLIE MITCHELL** of 12 Baas Hill Close, Broxbourne, Hertfordshire, EN10 7EU (**Lender**).

## **BACKGROUND**

Under this deed, the Borrower provides security to the Lender for all its present and future obligations and liabilities to the Lender.

## **AGREED TERMS**

### **1. COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lender and discharge all the present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities (**Secured Liabilities**).

### **2. GRANT OF SECURITY**

#### **2.1 Charges**

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

2.1.1 by way of first fixed charge:

- (a) 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, including all fixtures and fittings attached to such properties and all rents receivable (**Land**);

- (b) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 2 in, or over, freehold or leasehold property;
  - (c) all intellectual property, licences, consents and authorisations (statutory or otherwise), claims and insurance policies (including the proceeds of all claims and all returns of premium) all its present and future goodwill;
  - (d) all its uncalled capital;
  - (e) all present and future equipment, plant, machinery and apparatus, including any associated warranties and maintenance contracts;
  - (f) part of it and all spare parts, replacements, modifications and additions;
  - (g) all present and future 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 right, money, interest or other distribution paid or payable in relation to each); and
- 2.1.2 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 2.1.1.

All the assets, property and undertaking charged under this clause 2.1 being **Secured Assets** (and references to Secured Assets shall include any part of them).

## **2.2 Crystallisation of Floating Charge**

- 2.2.1 The Lender may, in its sole discretion, at any time and by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice.
- 2.2.2 The floating charge shall automatically and immediately (without notice) convert into a fixed charge if
- (a) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

- (b) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

### **2.3 Assets Acquired After Any Floating Charge Has Crystallised**

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

## **3. LIABILITY OF THE BORROWER**

### **3.1 Liability Not Discharged**

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

- 3.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 3.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 3.1.3 any other act or omission that, but for this clause 3.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

### **3.2 Immediate Recourse**

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

## **4. REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties**

The Borrower represents and warrants to the Lender:

- 4.1.1 the Secured Assets are free from any any mortgage, charge (whether fixed or floating, legal or equitable), or any other agreement or arrangement having a similar effect (**Security**) other than the Security created by this deed;
- 4.1.2 no Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise; and
- 4.1.3 this deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

## **5. GENERAL COVENANTS**

### **5.1 Negative Pledge and Disposal Restrictions**

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

- 5.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- 5.1.2 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, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- 5.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

### **5.2 Preservation of Secured Assets**

- 5.2.1 The Borrower shall:
  - (a) not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed;
  - (b) insure and keep insured the Secured Assets against risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower (and

any other risk, perils and contingencies as the Lender may reasonably require) for not less than the replacement value of the relevant Secured Assets;

- (c) hold all monies payable under any insurance policy as trustee of the same for the benefit of the Lender and, at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities;
- (d) give the Lender such information concerning the location, condition, use and operation of the Secured Assets as the Lender may require and permit any persons designated by the Lender to enter on its premises and inspect and examine any Secured Asset;
- (e) keep the Secured Assets in good and substantial repair and condition;
- (f) not, without the prior written consent of the Lender, carry out, or permit, or suffer to be carried out to any Land any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Land.
- (g) as an agent for the Lender, collect in and realise all present and future book and other debts, pay the proceeds to the Lender immediately on receipt and, pending that payment, hold those proceeds in trust for the Lender; and
- (h) if requested by the Lender, deposit with the Lender all insurance policies and all documents of title or other evidence of ownership relating to the Secured Assets.

## **6. APPOINTMENT OF ACCOUNTANTS**

### **6.1.1 The Borrower shall:**

- (a) at its own cost, if at any time so required by the Lender, appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Borrower and report to the Lender; and
- (b) co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.



6.1.2 The Borrower authorises the Lender to make an appointment as it shall think fit at any time, without further authority from the Borrower. In every case, the Borrower shall pay, or reimburse the Lender for, the fees and expenses of those accountants.

## **7. ENFORCEMENT OF SECURITY**

### **7.1 Security Becomes Enforceable on Event of Default**

7.1.1 The security constituted by this deed shall become immediately enforceable if any of the following events occur:

- (a) the Borrower fails to pay any of the Secured Liabilities when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date;
- (b) the Borrower fails (other than a failure to pay referred to in clause 7.1.1(a)) to comply with any provision of this deed or any document under which the Borrower owes obligations to the Lender and (if the Lender considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 14 days of the earlier of the Lender notifying the Borrower of the default and the remedy required and the Borrower becoming aware of the default;
- (c) any representation, warranty or statement made, repeated or deemed made by the Borrower to the Lender is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made;
- (d) the Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a substantial part of its business; and
- (e) any Borrowed Money is not paid when due or within any originally applicable grace period;
- (f) 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;
- (g) 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);

- (h) a moratorium is declared in respect of 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 (**Indebtedness**) of the Borrower;
- (i) 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;
- (j) any action, proceedings, procedure or step is taken for a composition, compromise, assignment or arrangement with any creditor of the Borrower;
- (k) 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;
- (l) the value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (m) any event occurs in relation to the Borrower similar to those set out in clauses 7.1.1(g) to (l) (inclusive) under the laws of any applicable jurisdiction;
- (n) any provision of this deed or any document under which the Borrower owes obligations to the Lender is or becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- (o) the Borrower repudiates or shows an intention to repudiate this deed or any document under which the Borrower owes obligations to the Lender; or
- (p) any event occurs (or circumstances exist) which, in the reasonable opinion of the Lender, has or is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this deed or any document under which the Borrower owes obligations to the Lender.

## **7.2 Discretion**

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

## **8. APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

### **8.1 Appointment**

At any time after the security constituted by this deed has become enforceable the Lender may, without further notice, appoint or remove a receiver or receivers of all or any part of the Secured Assets, or appoint an administrator of the Borrower.

### **8.2 Remuneration**

The Lender may fix the remuneration of any receiver appointed by it.

### **8.3 Agent of the Borrower**

Any receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the acts, omissions, defaults and remuneration of that receiver.

## **9. POWERS OF RECEIVER**

### **9.1 Powers**

9.1.1 any receiver appointed by the Lender under this deed, in addition to the powers conferred on it by statute, may:

- (a) undertake or complete any works of repair, building or development on any Land;
- (b) grant, or accept surrenders of, any leases or tenancies affecting any Land and grant any other interest or right over any Land on any terms, and subject to any conditions, that it thinks fit, including selling separately any fixtures or fittings from any Land;

- (c) provide services and employ or engage any personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit;
- (d) collect and get in the Secured Assets or any part of them, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights;
- (e) carry on the business of the Borrower;
- (f) sell, exchange, convert into money and realise all or any of the Secured Assets in any manner and generally on any terms and conditions as it thinks fit;
- (g) sell and assign all or any of the book debts on any terms and conditions that it thinks fit;
- (h) make any arrangement, settlement or compromise between the Borrower and any other person that it may think expedient;
- (i) bring, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit;
- (j) make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital;
- (k) in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets; or
- (l) do any other acts and things that it (or the Lender) may consider desirable or necessary for realising any of the Secured Assets or otherwise incidental or conducive to any of the rights or powers conferred on a receiver under or by virtue of this deed or law.

9.1.2 If there is more than one receiver, each receiver may exercise all of the powers conferred on a receiver under this deed individually and to the exclusion of any other receiver.

9.1.3 Any exercise by a receiver of any of the powers given by clause 9 may be on behalf of the Borrower, the directors of the Borrower or itself.

## **10. APPLICATION OF PROCEEDS**

### **10.1 Order of Application of Proceeds**

All monies received by the Lender or a receiver pursuant to this deed, shall be applied in the following order of priority:

10.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any receiver, or agent appointed by it) under or in connection with this deed, and of all remuneration due to any receiver under or in connection with this deed;

10.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and

10.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

### **10.2 Appropriation**

Neither the Lender, nor any receiver shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

## **11. COSTS AND INDEMNITY**

### **11.1 Costs**

The Borrower shall, within five **Business Days** (being a weekday other than a national holiday) of demand, pay to, or reimburse, the Lender and any receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender or any receiver in connection with:

11.1.1 this deed or the Secured Assets;

11.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or a Receiver's rights under this deed; or

11.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at 2% above the base rate for the time being of the Bank of England.

## **11.2 Indemnity**

The Borrower shall indemnify the Lender and each Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

11.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;

11.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

11.2.3 any default or delay by the Borrower in performing any of its obligations under this deed.

## **12. FURTHER ASSURANCE**

### **12.1 Further Assurance**

12.2 The Borrower shall, at its own expense, take whatever action the Lender or any receiver may reasonably require for:

12.2.1 creating, perfecting or protecting the security intended to be created by this deed;

12.2.2 facilitating the realisation of any Secured Asset; or

12.2.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

12.3 including, without limitation (if the Lender or receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

## **13. POWER OF ATTORNEY**

### **13.1 Appointment of Attorneys**

By way of security, the Borrower irrevocably appoints the Lender 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:

13.1.1 the Borrower is required to execute and do under this deed; or

13.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender or any receiver.

## **14. ASSIGNMENT AND TRANSFER**

### **14.1 Assignment By Lender**

14.1.1 At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this deed.

14.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this deed that the Lender considers appropriate.

### **14.2 Assignment By Borrower**

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

## **15. SET-OFF**

### **15.1 Lender's Right of Set-off**

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If

the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 15 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

## **15.2 Exclusion of Borrower's Right of Set-off**

All payments made by the Borrower to the Lender under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **16. AMENDMENTS, WAIVERS AND CONSENTS**

### **16.1 Amendments**

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

### **16.2 Waivers and Consents**

16.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

16.2.2 A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

### **16.3 Rights and Remedies**

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.



**17. SEVERANCE**

**17.1 Severance**

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

**18. COUNTERPARTS**

**18.1 Counterparts**

18.1.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

18.1.2 Transmission of the executed signature page of a counterpart of this deed by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

18.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

**19. FURTHER PROVISIONS**

**19.1 Independent Security**

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

**19.2 Continuing Security**

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or

intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

### **19.3 Certificates**

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

## **20. NOTICES**

### **20.1 Receipt By Borrower**

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received:

20.1.1 if delivered by hand, at the time it is left at the relevant address;

20.1.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

20.1.3 if sent by fax, when received in legible form.

A notice or other communication given as described in clause 20.1.1 or clause 20.1.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

### **20.2 Receipt By Lender**

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

### **20.3 Service of Proceedings**

This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **20.4 No Notice By Email**

A notice or other communication given under or in connection with this deed is not valid if sent by email.

## **21. GOVERNING LAW AND JURISDICTION**

### **21.1 Governing Law**

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

### **21.2 Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This agreement has been entered into as a deed on the date stated at the beginning of it.

Executed as a deed by **CROSSBROOK FURNITURE LIMITED** acting by **MARK MITCHELL**, a director, in the presence of:

*Mark Mitchell*  
.....  
Director

*Sarah*  
.....  
SIGNATURE OF WITNESS

*Josma Glau*  
.....  
NAME

..... Sherrards Solicitors LLP  
..... 4 Beaconsfield Road  
..... St Albans  
..... AL1 3RD  
.....  
ADDRESS

*Solicitor*  
.....  
OCCUPATION

Executed as a deed by **BRIAN LESLIE MITCHELL**, in the presence of:

*Brian Mitchell*  
.....

*Sarah*  
.....  
SIGNATURE OF WITNESS

*Josma Glau*  
.....  
NAME

..... Sherrards Solicitors LLP  
..... 4 Beaconsfield Road  
..... St Albans  
..... AL1 3RD  
.....  
ADDRESS

*Solicitor*  
.....  
OCCUPATION