

Registration of a Charge

Company Name: PETS' KITCHEN LIMITED

Company Number: 05653527

Received for filing in Electronic Format on the: 05/01/2023

ADORLON

Details of Charge

Date of creation: 20/12/2022

Charge code: **0565 3527 0007**

Persons entitled: NATALIE BLAKE

JESSICA BROWN

CONSTANCE CURRAN

ANDREW LEEK

There are more than four persons entitled to the charge.

Brief description: PROPERTY, ASSETS AND UNDERTAKING OF THE COMPANY

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED

AS PART OF THIS APPLICATION FOR REGISTRATION IS A

CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: CRAIG HUNTER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5653527

Charge code: 0565 3527 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2022 and created by PETS' KITCHEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2023.

Given at Companies House, Cardiff on 6th January 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





DEBENTURE

Date: 20th December 2022

Parties:

- (1) **PETS KITCHEN LIMITED** incorporated and registered in England and Wales with company number 05653527 whose registered office is at Unit 3 Callenders, Paddington Drive, Swindon SN5 7YW (the "Company"); and
- (2) **THE LENDERS** whose names and addresses are set out in the Schedule (the "Lenders" and each a "Lender").

1 Interpretation

1.1 In this Debenture:

"Acts" means the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those acts for the time being in force);

"Administrator" has the meaning given to it in clause 4.1;

"Assets" means all the Property, undertaking and assets of the Company (and including for the avoidance of doubt present and future properties, undertakings, revenues, rights and benefits of every description, and all the Company's rights, title and interest in automated catering systems (wherever situated) operated by it from time to time) expressed to be charged to the Lenders now or hereafter under clause 2 and references to the Assets shall include references to any part of it;

"Encumbrance" means 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 that has a similar effect;

"Environmental Laws" means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment;

"Indebtedness" means all the Company's indebtedness to the Lenders from time to time from the date hereof and comprising all present and future moneys, obligations and liabilities owed by the Company to the Lenders, whether principal, accrued interest or other charges, in accordance with the Loan Agreement;

"Loan Agreement" means the loan agreement entered into on 9th December 2022 by the Company and the Lenders in respect of a loan in the principal amount of £325,000 ("Loan Amount");

"Property" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time after the date of this debenture (and from time to time) owned by the Company;

"Receiver" has the meaning given to it in clause 4.1; and

"Lenders" means the parties set out in Schedule 1 and shall include, unless the context otherwise requires, the Lenders' successors and assigns.

1.2 Clause headings are for ease of reference only.

2 Charge

- 2.1 The Company hereby covenants on demand to pay or discharge the Indebtedness to the Lenders when due. As continuing security for the payment and discharge of the Indebtedness, the Company hereby charges to the Lenders, with full title guarantee by way of floating charge, all the Company's present and future undertaking and assets (including the Assets), whatever and wherever.
- 2.2 The floating charge created by clause 2.1 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Assets if:
 - 2.2.1 a receiver is appointed over all or any of the Assets that is subject to the floating charge; or
 - 2.2.2 any person levies, or attempts to levy, any distress, attachment, execution or other process against all or any part of the Assets; or
 - 2.2.3 the Lenders receive notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Company.
- 2.3 The Lenders may at any time in accordance with the Loan Agreement by written notice to the Company, convert the floating charge created under this Debenture into a fixed charge as regards any part of the Assets specified by the Lenders in that notice.
- 2.4 Any asset acquired by the Company after any crystallisation of the floating charge created under this Debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Lenders confirm in writing to the contrary) be charged to the Lenders by way of first fixed charge
- 2.5 Paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 2.1 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of the Insolvency Act 1986.
- 2.6 The Lenders may without notice to the Company appoint any one or more persons to be an administrator of the Company pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if this Debenture becomes enforceable.
- 2.7 The liability of the Company under this Debenture in respect of any of the Assets shall not be discharged, prejudiced or affected by:

- 2.7.1 any security, guarantee, indemnity, remedy or other right held by or available to the Lenders being or becoming wholly or partially illegal, void or unenforceable on any ground;
- 2.7.2 the Lenders 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
- 2.7.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Company.
- 2.8 The Company waives any right it may have of requiring the Lenders to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this Debenture against the Company.

3 Covenants

- 3.1 The Company shall:
 - 3.1.1 promptly make available for inspection by the Lenders all deeds and documents of title and all insurance policies relating to the Assets and promptly notify the Lenders on acquiring any Property after the date of this Debenture;
 - 3.1.2 keep such of the Assets as are insurable comprehensively insured against loss or damage by fire and such other risks as the Lenders may require, to their full replacement value;
 - 3.1.3 duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under clause 3.1.2 and on demand produce the insurance policies and premium receipts to the Lenders;
 - 3.1.4 keep all buildings and all plant, machinery, fixtures, fittings, and other effects in good repair and working order;
 - 3.1.5 conduct and maintain its business, operations and property so as to comply in all respects with all applicable Environmental Laws; and
 - 3.1.6 promptly notify the Lenders of any meeting to discuss, or any proposal or application for the appointment of an administrator, receiver, liquidator or similar official in respect of the Company or any of its Assets and, if any such official is appointed, of his appointment.
- 3.2 If the Company fails to perform any of its obligations under clauses 3.1.2, 3.1.3 or 3.1.4, the Lenders may take out or renew any insurance or effect such repairs and take such other action as it may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Company on demand.

4 Receiver

- 4.1 At any time after the Lenders' demand for payment from the Company of any Indebtedness (or if so requested by the Company), the Lenders may, subject to the provisions of the Loan Agreement, appoint by writing any person or persons to be an administrative receiver or a receiver and manager or receivers and managers ('the Receiver', which expression shall include any substituted receiver(s) and manager(s)) of all or any part of the Assets or may appoint an administrator ('the Administrator') of the Company in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986. Without limiting the Lenders' rights under this clause 4.1 or at law, the Lenders may, whether or not any demand has been made for payment of the Indebtedness, appoint a Receiver or an Administrator if the Lenders becomes aware of any of the matters referred to in clause 3.1.6 or if the security created by this Debenture shall be in jeopardy.
- 4.2 The Lenders may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 4.3 The Receiver shall, subject to the terms of the Acts, be the Company's agent and shall have all powers conferred by the Acts. The Company alone shall be responsible for his acts and omissions and for his remuneration. In particular, but without limiting any general powers or the Lenders' power of sale, the Receiver shall have power:
 - 4.3.1 to take possession of collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit;
 - 4.3.2 to carry on or concur in carrying on the Company's business and raise money from the Lenders or others on the security of all or any part of the Assets;
 - 4.3.3 do every act which in its absolute discretion it considers necessary or desirable for maintaining or enhancing the value of the Assets or for or in connection with the enforcement of the charges created by this deed or the realisation of any Assets;
 - 4.3.4 to sell, let and/ or terminate or to accept surrenders of leases or tenancies of any part of the Property, in such manner and on such terms as he thinks fit;
 - 4.3.5 to take, continue or defend any proceedings and make any arrangement or compromise which the Lenders or he shall think fit;
 - 4.3.6 to make and effect all repairs, improvements and insurances;
 - 4.3.7 to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine;
 - 4.3.8 to call up any of the Company's uncalled capital;

- 4.3.9 to promote the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the Assets;
- 4.3.10 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers,
- 4.3.11 and exercise all such powers he would be capable of exercising if he was the absolute beneficial owner of the Assets.
- 4.4 Any moneys received under this Debenture shall be applied:
 - 4.4.1 first, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lenders, the Receiver or the Administrator and of the remuneration of the Receiver or the Administrator;
 - 4.4.2 secondly, in or towards satisfaction of the Indebtedness in such order as the Lenders shall determine; and
 - 4.4.3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.
- 4.5 The Lenders shall not be entitled to appoint a Receiver as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986.
- 4.6 The Lenders will not in any circumstances by reason of it taking possession of any Assets or any other reason whatever, and whether as mortgagee in possession or on any other basis whatever, be liable to account to the Company for anything except the Lenders' own actual receipts or be liable to the Company for any loss or damage arising from any realisation of any Assets or from any act, default or omission of the Lenders in relation to the Assets or from any exercise or non-exercise by the Lenders of any power, authority or discretion conferred upon them in relation to any Assets by or pursuant to this deed or by the Acts unless such loss or damage is caused by the Lenders' own fraud or gross negligence.

5 Miscellaneous

- No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Company without the Lenders' prior written consent. Section 93 of the Law of Property Act 1925 shall not apply.
- 5.2 By notice in writing to the Company, the Lenders may at any time convert the floating charge created by clause 2.1. into a specific charge over any Assets specified in the notice which the Lenders considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy. The Company at its expense shall at any time on the Lenders' request promptly execute and deliver to the Lenders any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the Assets charged by clause 2.1.) or such other

charge as the Lenders may in its discretion think fit for securing the Indebtedness.

5.3 This Debenture shall be:

- 5.3.1 a continuing security to the Lenders, notwithstanding any settlement of account or other matter or thing whatever;
- 5.3.2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Lenders may hold now or hereafter on all or any part of the Assets; and
- 5.3.3 in addition to any rights, powers and remedies at law.
- 5.4 Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale (and any other powers conferred by section 101 of the Law of Property Act 1925 as varied or extended by this deed) shall be exercisable at any time after the execution of this Debenture. The Lenders shall not exercise its power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made.
- 5.5 No failure or delay on the Lenders' part in the exercise of any of its rights, powers and remedies (in this clause 5 'right(s)') under this Debenture or at law shall operate or be construed as a waiver. No waiver of any of the Lenders' rights shall preclude any further or other exercise of that right or of any other right.
- 5.6 The Lenders may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or the Lenders' rights under this Debenture.
- 5.7 The Company certifies that the charges created by this Debenture do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets.
- 5.8 The Company shall, on demand by the Lenders, execute and deliver all transfers, mandates, assignments, deeds or other documents as the Lenders may require to perfect its rights under this Debenture and to give effect to any sale or disposal of any of the Assets and otherwise give effect to the intent of this Debenture.
- 5.9 The Lenders shall not be entitled to convert the floating charge created by clause 2.1 into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986.
- 5.10 This Debenture shall be binding upon and shall inure to the benefit of the Lenders and the Company and their respective successors. The Company may not assign or transfer all or any part of its rights and/or obligations under this Debenture.

5.11 This deed may be executed and delivered by counterpart and each counterpart together shall constitute a single deed.

6 Power of attorney

By way of security, the Company hereby irrevocably appoints the Lenders and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes.

7 Costs

All costs, charges and expenses incurred by the Lenders (other than the costs incurred in the preparation of this document up to, and including the day it is dated) and all other moneys paid by the Lenders or the Receiver in perfecting or otherwise in connection with this Debenture and all costs of the Lenders or the Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt, may be debited to any account of the Company, shall bear interest at the rate per annum of 7.50 per cent (as well before as after judgment) and shall be charged on the Assets.

8 Severance

If at any time any provision in this Debenture is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Debenture shall not be impaired.

9 Notices

- 9.1 Any notice by a party to the other shall be served:
 - 9.1.1 by first class prepaid recorded delivery post if the sender and the address for service are both in the UK (and shall be deemed to be received the next day which is not a Saturday, Sunday, or public holiday in the place of the recipient); or
 - 9.1.2 by a courier service if either or both of the sender and the address for service are outside the UK (and shall be deemed to be received on delivery recorded by the courier service); or
 - 9.1.3 by personal service and shall be deemed delivered at the time of delivery if before 5pm in the place of the recipient, or next day that is not a Saturday, Sunday or public holiday in the place of the recipient otherwise; or
 - 9.1.4 by email (and shall be deemed to be received the same day as recorded having been transmitted if before 5pm in the place of the recipient, or next day that is not a Saturday, Sunday or public holiday in the place of the recipient otherwise.

9.2 Address of the Company

Unit 3 Callenders
Paddington Drive
Swindon SN5 7YW
Email: juliet@petskitchen.co.uk

9.3 Addresses of the Lenders

Postal Addresses: as shown in Schedule 1

Email Addresses: to be provided by the Lenders to the Company directly

It is the responsibility of each lender to inform the Company of any changes of address

10 Governing Law

This Debenture shall be governed by and construed in accordance with English law.

SCHEDULE 1

The Lenders

Name	Address	Loan Amount (£)
Natalie Blake	12 Charlton Park Gate, Cheltenham GL53 7DJ	£30,000
Jessica Brown	Oak Cruck Barn, Mere House Farm, Marton Road, Shrewsbury, Shropshire SY4 2BT	£25,000
Constance Curran	44 Hamilton Gardens, London NW8 9PX	£25,000
Andrew Leek	9B Southside Common, London SW19 4TL	£30,000
Keir Penston	Gayfield, Grubwood Lane, Cookham SL6 9UB	£30,000
David Wilkie	Heathfield House, London Road, Windlesham, Surrey GU20 6PJ	£70,000
Adam Wilkie	Flat C, 88 Saltram Crescent, London W9 3JX	£30,000
Mark Wignall	85 Heythorp Street, London SW18 5BT	£30,000
Hannah Shears	18 Strath Close, Hillmorton, Rugby, Warks CV21 4GA	£15,000
Juliet Silvester	Ben Mead, Middlehill, Corsham, Wilts SN13 8QD	£40,000
		£325,000

IN WITNESS WHEREOF executed and unconditionally delivered as a deed as follows:

EXECUTED AS A DEED by PETS' KITCHEN LIMITED acting by two directors)	Director Julid-Shush
EXECUTED AS A DEED by Natalie Blake in the presence of: Witness name: Witness signature: Witness address:)	Lender
EXECUTED AS A DEED by Jessica Brown in the presence of: Witness name: Witness signature: Witness address:)	Lender
EXECUTED AS A DEED by Constance Curran in the presence of: Witness name: Witness signature: Witness address:)	Lender

THE	Marton Road, Shrewsbury, Shropshire SY4 2BT	
Constance Curran	44 Hamilton Gardens, London NW8 9PX	£25,000
Andrew Leek	9B Southside Common, London SW19 4TL	£30,000
Keir Penston	Gayfield, Grubwood Lane, Cookham SL6 9UB	£30,000
David Wilkie	Heathfield House, London Road, Windlesham, Surrey GU20 6PJ	£70,000
Adam Wilkie	Flat C, 88 Saltram Crescent, London W9 3JX	£30,000
Mark Wignall	85 Heythorp Street, London SW18 5BT	£30,000
Hannah Shears	18 Strath Close, Hillmorton, Rugby, Warks CV21 4GA	£15,000
Juliet Silvester	Ben Mead, Middlehill, Corsham, Wilts SN13 8QD	£40,000
		£325,000

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IN WITNESS WHEREOF executed and unconditionally delivered as a deed as follows:

EXECUTED AS A DEED by		
PETS' KITCHEN LIMITED)	Director
acting by two directors)	
)	Director

EXECUTED AS A DEED by

Natalie Blake

U.Blake

Witness signature: K-CLESSON Witness signature: K-CLESSON Witness address: 64 ANSELL ROAD TOOTING BEC SWIF FLT				
EXECUTED AS A DEED by				
Jessica Brown in the presence of:)	Lender		
Witness name: Witness signature: Witness address:				
EXECUTED AS A DEED by	,	Tandan		
Constance Curran in the presence of:)	Lender		
Witness name: Witness signature: Witness address:				

) Lender

EXECUTED AS A DEED by

Andrew Leek

in the presence of:

IN WITNESS WHEREOF executed and unconditionally delivered as a deed as follows:

EXECUTED AS A DEED by PETS' KITCHEN LIMITED acting by two directors) Director) Director
EXECUTED AS A DEED by Natalie Blake in the presence of: Witness name: Witness signature: Witness address:) Lender
EXECUTED AS A DEED by Jessica Brown in the presence of: Witness name: Witness signature: Witness address:	Lender Brown Mes CARA COTTAM Clothen I Middle CRIMBLES BORN CRIMBLES LANE COCKERHAM LAZ OET
EXECUTED AS A DEED by Constance Curran in the presence of:) Lender
Witness name: Witness signature: Witness address:	

IN WITNESS WHEREOF executed and unconditionally delivered as a deed as follows:

EXECUTED AS A DEED by		BOD PERMITE Peta Deposit of C
PETS' KITCHEN LIMITED	,	Director
		Director
EXECUTED AS A DEED by		
Natalie Blake in the presence of:)	Lender

EXECUTED AS A DEED by
Jessica Brown) Lender

Witness name: Witness signature: Witness address:

in the presence of:

Witness name: Witness signature: Witness address:

Executed as a Deed	by
Andrew Leek	-
in the presence of	

ZU

Signature of witness	
Name of witness	JAMES POWER
Address of witness	98 SOUTHOUGE COMMON CONDON, SUIT YEL
Occupation of witness	CHEROPRAGOR
Executed as a Deed Keir Penston in the presence of:	by
Signature of witness	· · · · · · · · · · · · · · · · · · ·
Name of witness	· · · · · · · · · · · · · · · · · · ·
Address of witness	
Occupation of witness	
Executed as a Deed David Wilkie in the presence of:	by
Signature of witness	
Name of witness	
Address of witness	
Occupation of witness	***************************************

Andrew Leek in the presence of: Witness name: Witness signature: Witness address:)	Lender
EXECUTED AS A DEED by Keir Penston in the presence of: Witness name: David lim Witness signature: Witness address: Witness address: Witness address:) 7- Buskeld	Lender len Cy
EXECUTED AS A DEED by David Wilkie in the presence of: Witness name: Witness signature: Witness address:)	Lender
EXECUTED AS A DEED by Adam Wilkie in the presence of: Witness name: Witness signature: Witness address:)	Lender
EXECUTED AS A DEED by Mark Wignall in the presence of: Witness name: Witness signature: Witness address:)	Lender

EXECUTED AS A DEED by Andrew Leek in the presence of:) Lender
Witness name: Witness signature: Witness address:	
EXECUTED AS A DEED by Keir Penston in the presence of:) Lender
Witness name: Witness signature: Witness address:	
EXECUTED AS A DEED by David Wilkie in the presence of:	MWMre) Lender
Witness name: Witness signature: Witness address:	Natasha Wilkie 88c Saltram Crescent, London, W9 3JX
EXECUTED AS A DEED by Adam Wilkie in the presence of:) Lender
Witness name: Witness signature: Witness address:	

EXECUTED AS A Andrew Leek in the presence of:	DEED by)	Lender
Witness name: Witness signature: Witness address:			
EXECUTED AS A Keir Penston in the presence of:	DEED by)	Lender
Witness name: Witness signature: Witness address:			
EXECUTED AS A David Wilkie in the presence of:	DEED by)	Lender
Witness name: Witness signature: Witness address:			
EXECUTED AS A Adam Wilkie in the presence of:	DEED by)	Lender
Witness name: Reb Witness signature: A Witness address: 5		ı, SW6	2NA
EXECUTED AS A Mark Wignall in the presence of:	DEED by)	Lender
Witness name: Witness signature: Witness address:			

Lender Andrew Leek in the presence of: Witness name: Witness signature: Witness address: EXECUTED AS A DEED by Lender Keir Peaston in the presence of: Witness name: Witness signature: Witness address: EXECUTED AS A DEED by Lender David Wilkie in the presence of: Witness name: Witness signature: Witness address: EXECUTED AS A DEED by Lender Adam Wilkie in the presence of: Witness name: Witness signature: Witness address: Mrk W. EXECUTED AS A DEED by Mark Wignall in the presence of: TAUL BROOKER Witness name: X Witness signature: . 59 HARTFIELD CRESCENT LONDON Witness address: SW193RZ

EXECUTED AS A DEED by

EXECUTED AS A DEED by LAURA SHEARS. FOR AND ON BEHALF OF THE PARTY WHERE A MINOR BY HER Hannah Shears MOTHER. in the presence of: Witness name: JARED CHIECKETTS
Witness signature: // S Witness address: FLAT 1, 172 FRESHFIELD RD, BRIGHTON BNZ 940

Lender Julit Sheeke

EXECUTED AS A DEED by Juliet Silvester

in the presence of:

stephanie Waldoch SOLALL

Witness name: Witness signature:

110 St Georges Road, London SEI GEV Witness address: