



Registration of a Charge

Company name: **WOOF AND BREW LIMITED**

Company number: **08370145**



X46EFY1M

Received for Electronic Filing: **30/04/2015**

Details of Charge

Date of creation: **15/04/2015**

Charge code: **0837 0145 0001**

Persons entitled: **A2K INVESTMENTS LIMITED**

Brief description:

Contains fixed charge(s).

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: **ROBIN HEADLAM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8370145

Charge code: 0837 0145 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th April 2015 and created by WOOF AND BREW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2015 .

Given at Companies House, Cardiff on 1st May 2015

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 15th April 2015

- (1) Woof and Brew Limited
- (2) A2K Investments Limited

DEBENTURE

THIS DEBENTURE is made the 15th day of April 2015

BETWEEN:

- 1) Woof and Brew Ltd a company registered in England under number 08370145 whose registered office is at Ground Floor, PMA House, Free Church Passage, St Ives, Cambs, PE27 5AY ("the Borrower")
- 2) A2K Investments Limited a company registered in England under number 08757865 whose registered office is at Gladstone House, 77-79 High Street, Egham, Surrey, TW20 9HY ("the Lender")

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Debenture, unless the context otherwise requires, the following expressions have the following meanings:

| | |
|------------------------------|--|
| "Book Debts" | means: (a) All book and other debts in existence from time to time both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower; and (b) The benefit of all rights whatsoever relating to the debts referred to above |
| "Permitted Security" | Means any security pursuant to this Debenture; |
| "Receiver" | means any receiver, administrative receiver or receiver and manager appointed pursuant to this Debenture; |
| "Rights" | means all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Borrower's rights title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them); |
| "Scheduled Property" | means the property details of which are set out in Schedule 1 to this Debenture; |
| "Secured Liabilities" | Means all monies, debts and liabilities from time to time due, owing, or incurred by the Borrower to the Lender whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and whether on any current or other account or in any other manner whatsoever; |
| "Security" | means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect; |
| "Subsidiary" | means a subsidiary within the meaning of section 1159 of |

the Companies Act 2006

1.2 In this Debenture, unless the context otherwise requires;

- 1.2.1 The expressions "the Borrower" and "the Lender" where the context admits include their respective successors and assigns whether immediate or derivative;
- 1.2.2 Terms defined in the Companies Act 2006 have the same meanings;
- 1.2.3 Reference to any statute or statutory provision includes a reference to:
 - 1.2.3.1 That statute or statutory provision as from time to time amended extended or re-enacted or consolidated; and
 - 1.2.3.2 All statutory instruments or orders made pursuant to it;
- 1.2.4 Words denoting the singular shall include the plural and vice versa;
- 1.2.5 Words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa;
- 1.2.6 References to 'clauses' are to the clauses or sub-clauses of this Debenture and references to 'the Schedule' are to the schedule to this Debenture;
- 1.2.7 Clause headings do not form part of this Debenture but are for convenience only and shall not be taken into account in its construction or interpretation

2. Execution

The parties intend that this Debenture takes effect as a Deed notwithstanding the fact that the Lender may only execute this Debenture under hand or not at all

3. Covenant to pay

The Borrower shall pay on demand to the Lender or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due

4. Interest

Until Payment of the Secured Liabilities the Borrower will pay interest on it at the rate of 5% per year by monthly payments on the 29th of each month

5. Security

By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee hereby charges to the Lender the property set out below in the manner set out below:

- 5.1 by way of fixed charge, the Book Debts and all the Borrower's rights, title, interest, and benefit in and the Book Debts account;

6. Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Debenture

7. Negative Pledge

- 7.1 The Borrower shall not and shall undertake that its subsidiaries from time to time shall not create or permit to subsist any Security over any of its assets other than Permitted Security

8. Representations and Warranties

- 8.1 The Borrower represents and warrants to the Lender that:
- 8.1.1 it is absolutely, solely and beneficially entitled to all the Scheduled Property as from the date it or any part of it fails to be charged under this Debenture and the rights of the Borrower in respect of the Scheduled Property are free from any Security of any kind other than Permitted Security; and
 - 8.1.2 it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Borrower's right, title and interest in and to the Scheduled Property
- 8.2 The representations and warranties set forth in this Clause 8 are given and made on and as of the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Debenture

9. Undertakings

- 9.1 The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Debenture.
- 9.2 The Borrower shall comply with all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property.
- 9.3 The Borrower shall promptly provide to the Lender whatever information, documents or papers relating to the Scheduled Property as the Lender may from time to time request
- 9.4 The Borrower shall maintain insurance on or in relation to its business and assets with underwriters and/or insurance companies of repute and:
- 9.4.1 Immediately give notice to the Lender of any occurrence which gives rise, or might give rise to a claim under any of its policies of insurance; and
 - 9.4.2 Shall apply all monies received by virtue of any insurance of the whole or any part of the Scheduled Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Lender in its discretion so requires, towards discharge of the Secured Liabilities

10. Enforcement

- 10.1 This Debenture will become enforceable when:
- 10.1.1 Any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Debenture; or
 - 10.1.2 The Borrower requests the Lender to appoint a receiver over the whole or any part of its undertaking or assets

11. Receiver

- 11.1 At any time after the Secured Liabilities has become immediately payable, the Lender may, subject as provided in clause 11.3 below, appoint by writing one or more persons as receiver and manager ('the Receiver') of all or any part of the property charged by this Debenture, upon such terms as to remuneration and otherwise as he shall think fit, and may from time to time in the same manner determine the Receiver's remuneration (which shall not be subject to the limitations contained in the Law of Property Act 1925 Section 109(6)) and remove any Receiver so appointed and appoint another in his place.
- 11.2 A Receiver so appointed shall be the agent of the Borrower and the Borrower shall be responsible for such Receiver's acts and defaults and for his remuneration costs charges and expenses to the exclusion of liability on the part of the Lender
- 11.3 The Lender
- 11.3.1 May not appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and
- 11.3.2 May not appoint an administrative receiver (as defined in Section 29(2) of that Act) at any time while such an appointment is prohibited by Section 72A of that Act
- 11.4 Powers and duties of Receiver
- A Receiver appointed under clause 11.1 above (or under the equivalent provision of any other debenture of the Series) shall be entitled to exercise all powers conferred on a receiver by the Law of Property Act 1925 without the restrictions contained in Section 103 of that Act and by way of addition to and without limiting those powers such as Receiver shall have the following powers (limited, in the case of a receiver appointed over part only of the Charged Assets, to dealings with or in relation to the assets over which he is appointed):
- 11.4.1 To carry on or concur in carrying on the business of the Borrower;
- 11.4.2 To sell or concur in selling any of the property charged by this Debenture or otherwise deal with such property on such terms in the interests of the Lenders as he shall think fit, including without limitation power to sell any such property released from the charges created by this Debenture;
- 11.4.3 To make any arrangement or compromise which he shall think expedient in the interests of the Lenders;
- 11.4.4 To appoint managers, accountants, servants, workmen and agents for the purposes referred to in this clause upon such terms as to remuneration or otherwise as the Receiver may determine;
- 11.4.5 To do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers referred to in this clause and which the Receiver may or can lawfully do as agent for the Borrower

11.5 Application of proceeds of receivership

All amounts realised by the Receiver shall (subject to any prior ranking claims) be applied by him as follows:

- 11.5.1 In payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers referred to in clause 11.4 above, including the remuneration of the Receiver and all outgoings properly paid by him;
- 11.5.2 In or towards payment to the Lenders of all arrears of interest unpaid in respect of the debentures of the Series;
- 11.5.3 In or towards payment to the Lender of the Secured Liabilities and interest due on the Debenture;
- 11.5.4 Any surplus shall be paid to the Borrower or other person entitled

12 Release and Reassignment

Following the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Scheduled Property from the security constituted by this Debenture and shall reassign to the Borrower all its interest in any property, contracts and collateral warranties assigned to the Lender under this Debenture

13 Cumulative and Continuing Security

- 13.1 This Debenture is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness
- 13.2 The security constituted by this Debenture is in addition to and is not in any way prejudiced by any rights whatsoever which the Lender may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security.

14 Payments and Withholding Taxes

The Borrower shall pay and discharge the Secured Liabilities without any deduction withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Borrower and Lender, except to the extent that the Borrower is required by law to deduct or withhold any amounts payable under this Debenture, in which case it shall pay to the Lender an additional amount sufficient to ensure that the net amount received by the Lender after the required deduction or withholding be equal to the amount that the Lender would have received had no deduction or withholding been made.

15 Appropriation

The Lender may appropriate any payment or payments which the Borrower makes to the Lender towards satisfaction of any sums due under any accounts or agreements as the Borrower has with the Lender in any proportion as the Lender sees fit

16 Set-off

The Borrower agrees the Lender may at any time after this Debenture has become enforceable without notice or further demand combine or consolidate all or any of its then existing accounts including any accounts in the name of the Lender or of the Borrower jointly with others and set-off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities

17 Assignment

Neither the Lender nor the Borrower may assign, transfer, novate or dispose of any of its rights and obligations under this Debenture without the written consent of the other, such consent not be unreasonably withheld.

18 Waiver

No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy

19 Severability

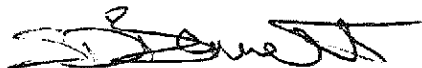
Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

20 Communications and Notices

- 20.1 All communications, demands and notices between the parties under or in connection with this Debenture shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by email
 - 20.1.1 (in the case of communications to the Lender) to its registered office or such changed address as shall be notified to the Borrower by the Lender; or
 - 20.1.2 (in the case of the communications to the Borrower) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Borrower set out in any document which forms part of the Contract or such other address as shall be notified to the Lender by the Borrower
- 20.2 Communications shall be deemed to have been received:
 - 20.2.1 If sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
 - 20.2.2 If delivered by hand on the day of delivery; or
 - 20.2.3 If sent by fax or electronic mail on a Business Day prior to 4.00pm, at the time of transmission and otherwise on the next Business Day
- 20.3 Communications addressed to the Lender shall be marked for the attention of Mr David Walker.

IN WITNESS WHEREOF the Borrower has executed this Debenture as a deed and the Lender has executed this Debenture on the date written at the beginning of the Debenture.

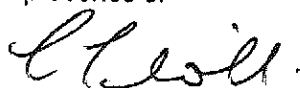
EXECUTED and DELIVERED as a deed for and on behalf of Woof and Brew Limited by:



Stephen David Bennett

Managing Director

In the presence of



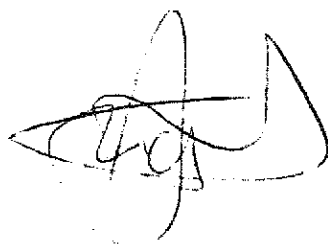
C. C. MILLS

15 THE HOLLOW, HARTFORD, HUNTINGDON. PE29 1YF

SIGNED for and on behalf of A2K Investments Limited by a duly authorised officer

Mr David Walker

Director



In the presence of



BOB BRITTON

FLAT 6, MEADOWAY HOUSE, MAY GATE AVE, KINGSTON

SCHEDULE 1
SCHEDULED PROPERTY

All book and other debts in existence from time to time both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower and the benefit of all rights whatsoever relating to those debts

[SCHEDULE 2]
[SECURED LIABILITIES]

Any loans already in existence or made by A2K Investments Ltd to Woof and Brew Ltd now or in the future