



Registration of a Charge

Company name: **NOCTURNAL ANIMALS LIMITED**

Company number: **11473054**



X7FV7Y2W

Received for Electronic Filing: **04/10/2018**

Details of Charge

Date of creation: **01/10/2018**

Charge code: **1147 3054 0001**

Persons entitled: **IVAN KNEZOVICH
NICHOLAS JOHN WITTS-HEWINSON**

Brief description: **FREEHOLD AND LEASEHOLD PROPERTY, EQUIPMENT, FIXTURES AND
FITTINGS, BOTH NOW AND IN THE FUTURE.**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NICHOLAS JOHN WITTS-HEWINSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11473054

Charge code: 1147 3054 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2018 and created by NOCTURNAL ANIMALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2018 .

Given at Companies House, Cardiff on 8th October 2018

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**

DATE: 1st October 2018

(1) IVAN KNEZOVICH & NICK WITTS-HEWINSON

AND

(2) NOCTURNAL ANIMALS LIMITED

DEBENTURE

**The White House
Station Road, West Hagley
Stourbridge
West Midlands
DY9 0NU**

DEBENTURE

Dated: 1st October 2018

Parties:

- 1 Ivan Knezovich of Four Acres, Lynalls Lane, Far Forest, Worcestershire, DY14 9UR and Nick Witts-Hewinson of The White House, Station Road, Hagley, Stourbridge DY9 0NU ("The Lenders")
- 2 Nocturnal Animals Limited company number 11473054 whose registered office address is The White House, Station Road, Hagley, Stourbridge DY9 0NU ("The Company")

Operative provisions:

1. Interpretation

- 1.1. In this Debenture the following words and expressions have the following meanings unless they are inconsistent with the context:

"Acts"	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);
"Assets"	the property, undertaking and assets of the Company expressed to be charged to the Lender now or hereafter under clause 2;
"Indebtedness"	all the Company's present or future indebtedness to the Lender, including (without limitation) indebtedness on account of money advanced, bills of exchange, rent and all other payments due, promissory notes, obligations with respect to letters of credit, guarantees and indemnities, whether present, future, actual or contingent and whether or not matured or accrued, together with interest at the interest rate defined in the loan agreement, commission, and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Lenders and including those arising from the Lenders perfecting or enforcing or attempting to enforce this Debenture or any other security (and its rights thereunder) held by the Lenders from time to time;
"Lender"	shall include, unless the context otherwise requires, the Lenders' successors and assigns;
"Prior Charge"	any charge or debenture registered against the Company as at the date of this agreement;
"Receiver"	has the meaning given to it in clause 4.1.

- 1.2. Clause headings are for ease of reference only.

2. Charge

- 2.1. The Company hereby covenants to pay or discharge the Indebtedness to the Lenders. As security for the payment and discharge of the Indebtedness, the Company hereby charges to the Lenders with full title guarantee by way of fixed charge, all estates or interests in any freehold or leasehold property of the Company now and in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and plant and machinery from time to time on that property.

3. Covenants

- 3.1. The Company shall not:

- 3.1.1. create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets (except any prior charge or except as created hereunder);
- 3.1.2. sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;
- 3.1.3. grant or accept a surrender of any lease tenancy agreement or licence of or part with or share possession or occupation of the Property or any part of it unless agreed by the Lenders

- 3.2. The Company shall:

- 3.2.1. keep the Assets that are insurable comprehensively insured against loss or damage by fire and such other risks as may be appropriate, to their full replacement value and procure that the Lenders' interest is noted on all policies required under this clause 3.2.1;
 - 3.2.2. duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under clause 3.2.1 and on demand produce the insurance policies and premium receipts to the Lenders; and
 - 3.2.3. keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order;
 - 3.2.4. promptly notify the Lenders of any appointment of proposal or application for the appointment of an administrator, receiver, liquidator in respect of the Company or any of its assets and of any proposed to enter a voluntary arrangement pursuant to part I of the Insolvency Act 1986.
- 3.3. If the Company fails to perform any of its obligations under clauses 3.2 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 appoint by writing any person or persons to be 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. 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 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. to sell, let and/or terminate or to accept surrenders of leases or tenancies of any part of the Company's property, in such manner and on such terms as he thinks fit;
 - 4.3.4. to take, continue or defend any proceedings and make any arrangement or compromise which the Lenders or he shall think fit;
 - 4.3.5. to make and effect all repairs, improvements and insurances;
 - 4.3.6. to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine;
 - 4.3.7. to call up any of the Company's uncalled capital;
 - 4.3.8. 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; and
 - 4.3.9. to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.
- 4.4. Any monies received under this Debenture shall be applied:
- 4.4.1. firstly, in or towards the satisfaction of the Indebtedness
 - 4.4.2. secondly, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lenders or the Receiver and of the remuneration of the Receiver;
 - 4.4.3. thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.

5. Administrator

- 5.1. The provision of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to the floating charges in clauses 2.1.4 and 2.1.5 which shall be enforceable at any time on or after the date on which the Lenders demand the payment or discharge of all or any of the Indebtedness pursuant to this Debenture or, if earlier, the date on which:-
- 5.1.1. the Lenders receive from any person a notice of intention to appoint an Administrator;
 - 5.1.2. the Company requests the Lenders to appoint an Administrator or any Receiver and/or manager not being an administrative receiver (within the meaning of Section 29(2) Insolvency Act 1986) appointed by the Lenders pursuant to clause 4;
 - 5.1.3. an application is made for the appointment of an Administrator;
 - 5.1.4. an application is made for an administration order in respect of the Company; or

5.1.5. an Administrator is appointed in relation to the Company.

5.2. The Company will not without the Lenders' prior written consent create or purport to attempt to create or permit to subsist any mortgage or fixed or floating charge, pledge, lien, assignment or other encumbrance or security (save a lien arising by operation of law in the ordinary course of business) upon the Assets nor sell, transfer, lease, licence, part with possession dispose of or grant any interest in or relating to all or any part of the Assets save that the trading Assets may be disposed of by way of sale at full value in the ordinary course of business as now carried on and the plant, machinery and equipment charged by clauses 2.1.1 or 2.1.2 may be replaced, modified, repairs or maintained.

6. Miscellaneous

6.1. 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.

6.2. This Debenture shall be:

6.2.1. a continuing security to the Lenders, notwithstanding any settlement of account or other matter or thing whatever;

6.2.2. 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

6.2.3. in addition to any rights, powers and remedies at law.

6.3. Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Debenture. The Lenders shall not exercise their 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.

6.4. No failure or delay on the Lenders' part in the exercise of any of their rights, powers and remedies (in this clause 6 'rights') 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.

6.5. 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.

6.6. 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.

6.7. 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 their 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.

7. Costs

All costs, charges and expenses incurred by the Lenders and all other monies paid by the Lenders of the Receiver in perfecting or otherwise in connection with this Debenture and all costs of the Lenders of the Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt, shall bear interest at the rate per annum of 3 per cent over the base lending rate of the Bank of England from time to time accordingly (as well before as after judgment) and shall be charged on the Assets.

8. 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.

9. 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.

10. Notices


Any demand, notice or other communication by either party may be delivered personally or sent by post, or facsimile at the address set out above or such other address notified in writing to the other. Any such notice, demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by facsimile).

11. Law

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

EXECUTED as a deed by Nocturnal Animals Limited


.....
Alex Claridge – Director


.....
Nick Witts-Hewinson - Company Secretary

Witnessed by:
Witness Signature:

Witness Name:

Address:

Occupation:


.....
KASH KNEZOVICH

FOUR ACRES FAR FOREST
DY14 9UR

DIRECTOR