



Registration of a Charge

Company name: **DIGBY FINE ENGLISH LTD**

Company number: **08020783**



X9VHFZ6W

Received for Electronic Filing: **04/01/2021**

Details of Charge

Date of creation: **29/12/2020**

Charge code: **0802 0783 0006**

Persons entitled: **JOHN H GLASGOW, MARJORIE N GLASGOW**

Brief description:

Contains floating charge(s) .

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **AIKATERINI DIMOU, KING & SPALDING LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8020783

Charge code: 0802 0783 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th December 2020 and created by DIGBY FINE ENGLISH LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2021 .

Given at Companies House, Cardiff on 5th January 2021

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 21st December 2020

DIGBY FINE ENGLISH LTD
as Chargor

and

John H Glasgow and Marjorie N Glasgow
as Chargee

FLOATING CHARGE

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DATED 29th December 2020

PARTIES

- (1) **DIGBY FINE ENGLISH LTD**, a company incorporated in England and Wales with registered number 08020783 and whose registered office is C/O DPC Accountants Ltd, Vernon Road, Stoke-On-Trent, ST4 2QY (the "**Chargor**")
- (2) **John H Glasgow and Marjorie N Glasgow**, of Noah's Ark, Market St., Charlbury, Oxon OX7 3LR (the "**Chargee**")

BACKGROUND

- (A) The Chargee has agreed to advance or to continue to advance monies pursuant to the Note Instrument (as defined in Clause 1.1 below) to the Chargor on the security created by this Deed.
- (B) The Chargor has agreed to charge certain of its assets as security to the Chargee as set out in this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Accounts Receivable**" means all accounts receivable owned by the Company in respect of the sale by the Company of any goods, merchandise or other personal property.

"**Charged Assets**" means all Accounts Receivable both present and future from time to time owned by the Chargor or in which it has an interest.

"**Enforcement Event**" means the occurrence of an Event of Default which is continuing.

"**Event of Default**" has the meaning given to that term in the Note Instrument.

"**Interest Period**" has the meaning given to that term in the Note Instrument.

"**Legal Reservations**" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors; and
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void against defences of set-off or counterclaim.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

"Note" has the meaning given to the term "Note" in the Note Instrument.

"Note Instrument" means the note instrument dated on or around the date of this Deed and created by the Chargor relating to the issue of £50,000 10% secured notes.

"Noteholders" has the meaning given to the term "Noteholder" in the Note Instrument.

"Receiver" means any receiver and/or manager (or joint receivers and/or managers) appointed under Clause 7 (*Receiver*).

"Secured Liabilities" means all other present and future liabilities and obligations at any time due, owing or incurred by the Chargor to the Chargee under the Note Instrument, both actual and contingent, whether incurred solely or jointly with any other person and whether as principal or surety or in any other capacity, together with all interest accruing thereon and all losses incurred by the Chargee in connection therewith.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 Defined expressions

Defined terms in the Note Instrument shall have the same meanings when used in this Deed unless otherwise expressly defined in this Deed.

1.3 Application of construction provisions of Note Instrument

The provisions of section 1.2 of the Note Instrument apply to this Deed as if they were expressly incorporated and set out in full in this Deed with appropriate and necessary modifications.

1.4 Inconsistency between Note Instrument and this Deed

In case of any conflict between the Note Instrument and this Deed, the Note Instrument shall prevail.

1.5 Third party rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.6 Insolvency

Unless the contrary intention appears, references in this Deed to:

- (a) **"insolvency"** include any of the following or any steps in relation to the following:
 - (i) any insolvency, bankruptcy, liquidation, reorganisation, administration, receivership or distribution;
 - (ii) any voluntary arrangement or assignment for the benefit of creditors; or

- (iii) any similar or analogous event to (i) and (ii) above in any jurisdiction whatsoever; and
- (b) any share or other security or investment include:
 - (i) any dividend, interest or other distribution paid or payable;
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share or other security or investment.

2 **COVENANT TO PAY**

The Chargor covenants with the Chargee that it will on demand, pay and discharge each and all of the Secured Liabilities when due.

3 **FLOATING CHARGE**

3.1 **Floating Charge**

The Chargor, as continuing security for the due and punctual payment of the Secured Liabilities, charges absolutely with full title guarantee in favour of the Chargee by way of first priority floating charge the Charged Assets.

3.2 **Continuing and additional security**

3.2.1 The security constituted by this Deed is continuing and will extend to the ultimate balance of all of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

3.2.2 The security constituted by this Deed is in addition to, and is not in any way prejudiced by, any other guarantee or security now or subsequently held by the Chargee.

3.3 **No obligations assumed by the Chargee**

The Chargor shall remain liable to perform all obligations connected with the Charged Assets and the Chargee shall not, in any circumstances, have or incur any obligation of any kind in connection with the Charged Assets.

3.4 **Creation of fixed charges**

3.4.1 The Chargee may by notice to the Chargor convert the floating charge created by Clause 3.1 (*Floating Charge*) into a fixed charge with immediate effect as regards all or any of the Security Assets specified in the notice if:

- (a) an Enforcement Event has occurred; or
- (b) the Chargee (acting in good faith) is of the view that any asset charged under the floating charge created under this Deed is in imminent danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or

- (c) the Chargee reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Deed.

3.4.2 The floating charge created under this Deed will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the Chargor which are subject to the floating charge created under this Deed, if:

- (a) the members of the Chargor pass a resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;
- (b) the Chargor creates, or purports to create, Security (except with the prior consent of the Chargee) on or over any asset which is subject to the floating charge created under this Deed;
- (c) any third party attempts to levy distress, attachment, execution or other legal process against any such asset; or
- (d) any person (entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court.

3.4.3 Upon the conversion of any floating charge pursuant to this Clause 3.4, the Chargor shall, at its own expense, promptly upon request by the Chargee execute a fixed charge or legal assignment in such form as the Chargor may reasonably require.

3.5 Negative Pledge

The Chargor shall not:

- (a) create or agree to create or permit to subsist any Security over all or any part of the Charged Assets; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Assets (other than on arm's length terms in the ordinary course of its business) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Note Instrument or with the prior consent of the Chargee (such consent not to be unreasonably withheld).

3.6 Release of security

3.6.1 If the Chargee is satisfied that the Secured Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full or converted pursuant to the terms of the Note Instrument, the Chargee will promptly, at the cost and request of the Chargor, discharge this Deed.

3.6.2 No discharge will be of any effect if any security or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

3.6.3 Once all of the Secured Liabilities have been irrevocably paid in full or converted and the Chargee has no actual or contingent liability to advance further monies to, or incur liability on behalf of, the Chargor, the Chargee shall, at the request and cost of the Chargor, as soon as reasonably practicable execute any documents (or

procure that its nominees execute any documents) or take any and all action which may be necessary to release the Charged Assets from the Security constituted by this Deed.

4 REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and warranties set out in this Clause 4 (*Representations and Warranties*) to the Chargee.

4.1 Status

4.1.1 It is a corporation, duly incorporated and validly existing under the law of England and Wales.

4.1.2 It has the power to own its assets and carry on its business as it is being conducted.

4.2 Binding obligations

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

4.3 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

4.4 Power and authority

4.4.1 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.

4.4.2 No limit on its powers will be exceeded as a result of the grant of Security contemplated by this Deed.

4.5 Validity

Each authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and
- (b) to make this Deed admissible in evidence in England and Wales,

has been obtained or effected and is in full force and effect.

4.6 Legal and beneficial ownership

It is and will be the sole legal and beneficial owner of the Charged Assets free from any encumbrance or Security except as created by this Deed and as permitted under this Deed.

4.7 Effective Security

Subject to the Legal Reservations, this Deed is effective Security over the Charged Assets.

4.8 Repetition of representations

The representations and warranties set out in this Clause 4 (*Representations and Warranties*) shall be true and correct in all material respects on the date of this Deed, on each date a Note is issued pursuant to the Note Instrument and on the last day of each Interest Period.

5 PROTECTION OF SECURITY

The Chargee may take any action which it may reasonably think fit for the purpose of protecting or maintaining the security created by this Deed or for any similar or related purpose.

6 ENFORCEABILITY AND CHARGEES' POWERS

6.1 Right to enforce security

On the occurrence of an Enforcement Event:

- (a) the floating charge created by Clause 3.1 (*Floating Charge*) shall crystallise; and
- (b) the Chargee shall be entitled at any time or times to exercise the powers set out in Clause 6.2 (*Right to take possession, sell etc.*) and Clause 7 (*Receiver*); and
- (c) the Chargee shall be entitled at any time or times:
 - (i) to exercise the powers possessed by it as mortgagee, chargee and assignee of the Charged Assets conferred by the law of any country or territory in which any Charged Asset is physically present or deemed to be sited the courts of which have or claim any jurisdiction in respect of any item of the Charged Assets; and
 - (ii) without limiting the scope of the Chargee's powers under Clause 6.1(a), to exercise the powers possessed by it as a creditor or as a person with a Security interest in the Charged Assets conferred by English law.

6.2 Right to take possession, sell etc.

Upon or of any time after the security constituted by this Deed has become enforceable under Clause 6.1 (*Right to enforce security*), the Chargee shall be entitled then or at any later times or times:

- (a) to collect, recover and give a good discharge for any moneys or claims forming part of, or arising in relation to, any Charged Assets and to permit any brokers through whom collection or recovery is effected to charge the usual brokerage for such collection or recovery;
- (b) to take over or commence or defend (if necessary using the name of the Chargor) any claims or proceedings relating to, or affecting, any Charged Assets which the Chargee may think fit and to abandon, release or settle in any way any such claims or proceedings; and
- (c) generally, to enter into any transaction or arrangement of any kind and to do anything in relation to any Charged Assets which the Chargee may think fit.

6.3 Law of Property Act 1925 not applicable

The Chargor:

- (a) waives the entitlement conferred by section 93 of the Law of Property Act 1925; and
- (b) agrees that section 103 of that Act shall not apply to the security created by this Deed.

6.4 No liability of the Chargee or Receiver

6.4.1 Neither the Chargee nor any Receiver shall be obliged to:

- (a) check the nature or sufficiency of any payment received by it or him under this Deed; or
- (b) preserve, exercise or enforce any right forming part of, or relating to, any Charged Assets.

6.4.2 Neither the Chargee nor any Receiver shall have any liability to any Noteholder:

- (a) for any loss caused by an exercise of, or failure to exercise, rights under, or enforcement of, or failure to enforce any security created by, this Deed;
- (b) as mortgagee in possession or otherwise, to account for any income or principal amount which might have been produced or realised from any asset forming part of, or subject to, any security created by this Deed; or
- (c) as mortgagee in possession or otherwise, for any reduction of the value of any asset forming part of, or subject to, any security created by this Deed.

7 RECEIVER

7.1 Appointment of Receiver

- 7.1.1 In addition to the powers conferred by Clause 6 (*Enforceability and Chargee's Powers*), upon or of any time after the security constituted by this Deed has become enforceable under Clause 6.1 (*Right to enforce security*), the Chargee may appoint a Receiver of the Charged Assets.

7.1.2 An appointment of a Receiver shall be by deed or, at the Chargee's option, by a document signed by any of its officers.

7.1.3 An appointment in respect of some only of the Charged Assets may later be extended to all or any part of the remaining Charged Assets.

7.2 Relationship with Chargee

7.2.1 The Chargee may exercise any of the powers conferred by this Deed while a Receiver is in office and is acting.

7.2.2 To the fullest extent permitted by law, a Receiver shall be the Chargor's agent, and the Chargor shall be responsible, to the exclusion of any liability on the part of the Chargee, for his remuneration and for his contracts, acts and defaults.

7.3 Powers of a Receiver

7.3.1 A Receiver shall have all the powers conferred by Clause 6.2 (*Right to take possession, sell etc.*) as if references to the Chargee in Clause 6.2 (*Right to take possession, sell etc.*) were references to the Receiver, and all the powers conferred on a Receiver by the Law of Property Act 1925.

7.3.2 In addition, a Receiver who is an administrative receiver for the purposes of the Insolvency Act 1986 shall have all the powers which an administrative receiver has under that Act.

7.3.3 In the case of joint Receivers, any of the powers (including the discretions) conferred by this Deed or by the general law (including the Insolvency Act 1986) may be exercised by any one or more of them, unless their appointment specifically states the contrary.

7.4 Delegation

A Receiver may delegate to any person or persons of any of the powers (including the discretions) conferred on him by, or pursuant to, this Deed and may do so on terms authorising successive sub-delegations.

7.5 Removal and replacement

7.5.1 The Chargee may remove a Receiver, with or without appointing another Receiver; such a removal may be effected by a document signed by any of the Chargee's officers.

7.5.2 Clause 7.5.1 does not apply to a Receiver who is an administrative receiver under the Insolvency Act 1986.

7.5.3 The Chargee may appoint a Receiver to replace a Receiver who has resigned or for any other reason ceased to hold office.

7.6 Remuneration and expenses

7.6.1 The remuneration of a Receiver shall be fixed by the Chargee.

7.6.2 A Receiver shall be entitled to retain out of any money received by him such amounts in respect of his expenses (or to cover estimated future expenses) as he may from time to time agree with Chargee.

APPLICATION OF MONIES

All sums received by the Chargee or by a Receiver in respect of any transaction or arrangement under Clause 6.1 (*Right to enforce security*), Clause 6.2 (*Right to take possession, sell etc.*), Clause 7 (*Receiver*) or otherwise in accordance with this Deed, shall be applied by the Chargee:

- (a) first, in or towards the payment or discharge of any expenses or liabilities (including interest) which have been paid or incurred by the Chargee or any Receiver in or connection with the exercise of their respective powers;
- (b) second, in or towards the payment or discharge of the Secured Obligations; and
- (c) third, the balance, if any, in payment to the Chargor.

FURTHER ASSURANCES

9.1 Chargor's obligation to execute further documents etc.

The Chargor shall:

- (a) execute and deliver to the Chargee (or as it may direct) any assignment, mortgage, power of attorney, proxy or other document, governed by the law of England or any other country; and
- (b) effect any registration or notarisation, give any notice or take any other step,

which the Chargee may reasonably specify for any of the purposes described in Clause 9.2 (*Purposes of further assurances*) or for any similar or related purpose.

9.2 Purposes of further assurances

Those purposes are:

- (a) validly and effectively to create any Security or right of any kind which the Chargee intended should be created by or pursuant to this Deed;
- (b) to create a specific mortgage or assignment of any particular Charged Asset or otherwise to vest in the Chargee the title to any particular Charged Asset;
- (c) to protect the priority, or increase the effectiveness, in any jurisdiction of any Security which is created, or which the Chargee intended should be created, by or pursuant to this Deed;
- (d) to enable or assist the Chargee or a Receiver to sell or otherwise deal with any Charged Assets, to transfer title to, or grant any interest or right relating to, any Security Assets or to exercise any power which is referred to in Clause 9.1 (*Chargor's obligation to execute further documents etc.*); and
- (e) to enable or assist the Chargee to enter into any transaction to commence, defend or conduct any proceedings and/or to take any other action relating to any Charged Assets in any country or under the law of any country.

9.3 Corporate action

The Chargor shall deliver to the Chargee such evidence of the due authorisation and execution of any document delivered pursuant to Clause 9.1 (*Chargor's obligation to execute further documents etc.*) as the Chargee shall reasonably require.

10 POWER OF ATTORNEY

10.1 Appointment

The Chargor by way of security irrevocably appoints the Chargee and every Receiver severally its attorney in its name and on its behalf to execute any documents, and do or perfect anything which the Chargee and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, or enforcing the security created by this Deed and/or value of any of the Charged Assets and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed, provided that such power of attorney may only be exercised (i) after the occurrence of an Enforcement Event; or (ii) if the Chargor has failed to perform a further assurance or enforcement obligation under this Deed (and any grace period applicable thereto has expired or if there is no such applicable grace period).

10.2 Ratification of actions of attorney

The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 10 (*Power of Attorney*).

10.3 Delegation

Subject such power of attorney becoming exercisable in accordance with Clause 10.1. (*Power of Attorney*) above, the Chargee may delegate to any person or persons (including a Receiver and persons designated by him) all or any of the powers and discretions conferred on the Chargee and the Receiver by this Clause 10 (*Power of Attorney*) and may do so on terms authorising successive sub-delegations.

11 NOTICES

Any notice, request or any other communication that should be made or given by one party to another party hereunder shall be given in writing. Any notice, request or communication required pursuant to this Deed shall be considered duly communicated to the other party if it is delivered by hand, registered mail, courier service or by facsimile transmission to the address of the relevant party, identified with its name on its signature page to this Deed, or at such other address as either party may stipulate by written notice to the other.

12 AMENDMENTS

Any term of this Deed may be amended or waived in writing only with the consent of each party hereto.

13 SUPPLEMENTAL

13.1 No restriction on other powers, rights or remedies

Nothing in this Deed shall be taken to exclude or restrict any power, right or remedy which the Chargee may at any time have under or in connection with the Note Instrument or the law of any country or territory the courts of which have or claim jurisdiction in respect of the Chargor or the Charged Assets.

13.2 Exercise of rights

The Chargee may exercise any power, right or remedy under this Deed before it has exercised any power, right or remedy referred to in Clause 13.1.

13.3 Settlement or discharge conditional

Any settlement or discharge under this Deed between the Chargee and the Chargor shall be conditional upon no security or payment to the Chargee by the Chargor or any other person being set aside, adjusted or ordered to be repaid, whether under any insolvency law or otherwise.

14 EFFECT AS A DEED

This Deed shall take effect as a deed notwithstanding that the Chargee executes it under hand only.

15 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

16 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

17 ENFORCEMENT

17.1 Jurisdiction

17.1.1 Subject to Clause 17.1.3, the courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with, this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

17.1.2 The Chargor and the Chargee agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Chargee will not argue to the contrary.

17.1.3 The Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

EXECUTION PAGE

Chargor

EXECUTED and DELIVERED)

as a DEED by)

DIGBY FINE ENGLISH LTD)

acting by:)

Trevor T. Clough

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Address for notices:

Fax:

Attn:

Chargee

John H Glasgow and Marjorie N Glasgow

By:

Name:

Address for notices: Noah's Ark, Market St., Charlbury, Oxon OX7 3LR

Attn: John H Glasgow