



**Registration of a Charge**

Company name: **AGE CONCERN MANCHESTER**

Company number: **04075099**



X6KSCWQ3

Received for Electronic Filing: **07/12/2017**

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**Details of Charge**

Date of creation: **24/11/2017**

Charge code: **0407 5099 0008**

Persons entitled: **BIG ISSUE INVEST LIMITED**

Brief description: **2 DARLEY AVENUE, DIDSBURY, M20 2XF 4 DARLEY AVENUE,  
DIDSBURY, M20 2XF**

**Contains fixed charge(s).**

**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: **BIG ISSUE INVEST LIMITED**



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

Company number: 4075099

Charge code: 0407 5099 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2017 and created by AGE CONCERN MANCHESTER was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th December 2017 .

Given at Companies House, Cardiff on 11th December 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

24 / November

2017

## **Asset Security Deed**

**AGE CONCERN MANCHESTER  
(the Chargor)**

**in favour of**

**Big Issue Invest Limited  
(the Lender)**

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THIS DEED is made on 26/10/2017

- (1) AGE CONCERN MANCHESTER registered as a company limited by guarantee (No. 04075099) (the "Chargor"); and
- (2) BIG ISSUE INVEST LIMITED (No. 04764982) (the "Lender").

**THE PARTIES ACKNOWLEDGE THAT:**

- (A) The granting of Security under this deed is a condition to any Loan being made available to the Chargor under the Loan Agreement (defined below).

**THIS DEED WITNESSES as follows:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Terms defined**

In this deed:

"**Charged Assets**" means the property more particularly defined at Schedule 1 and which for the avoidance of doubt shall include all buildings, fixtures and fittings.

"**Event of Default**" shall have the same meaning as ascribed to it in the Loan Agreement.

"**First Chargee**" means Kingdom Second Lender Limited of Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham NG11 6JS.

"**Insurances**" means the Chargor's insurances in relation to the Charged Assets more particularly detailed in Schedule 2.

"**Loan Agreements**" means the loan agreements dated on or about the date of this deed between the Chargor (as the Borrower) and the Lender and its subsidiary companies as amended or supplemented from time to time.

"**Receiver**" means a receiver or receiver and manager appointed under this deed.

"**Related Rights**" means, in relation to an asset:

- (a) the proceeds of sale of that asset or any part of it;
- (b) any property derived from or incidental to it;
- (c) dividends, distributions, interest and other income paid or payable in relation to it; and
- (d) the benefit of all associated agreements, rights, claims, warranties, insurances, guarantees, indemnities or covenants.

**"Secured Obligations"** means all present and future obligations and liabilities owing or otherwise due from the Chargor to the Lender and its subsidiary companies under the Loan Agreements (whether actual or contingent and whether owed solely or jointly).

**"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.

**"Security Period"** means the period beginning on the date of this deed and ending on the date on which the Secured Obligations have irrevocably been discharged in full and the Lender is under no further obligation to make Loans or other credit available to the Chargor under the Loan Agreement.

**1.2 Terms defined in the Loan Agreement**

Unless defined in this deed, or the context otherwise requires, a term defined in the Loan Agreement has the same meaning in this deed.

**1.3 Interpretation**

Clause 1.2 (*Interpretation*) of the Loan Agreement will apply as if incorporated in this deed, as if all references in that clause to the Loan Agreement were a reference to this deed.

**1.4 Incorporation of provisions**

The terms of the Loan Agreement and any other document under which the Secured Obligations arise are incorporated into this deed to the extent required for any disposition of Land to be a valid disposition in accordance with section 2(1) of the Law of Property Act (Miscellaneous Provisions) Act 1989.

**2. COVENANT TO PAY**

- (a) The Chargor covenants with the Lender that it will pay the Secured Obligations when they fall due for payment.
- (b) This covenant and the Security created by this deed shall apply only to the extent permitted by law.

**3. CHARGES OVER ASSETS**

**3.1 Fixed charges**

The Chargor charges with full title guarantee in favour of the Lender, as security for the payment and discharge of the Secured Obligations, all of its right title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of a second legal mortgage, the Charged Assets described in Schedule 1;

**3.2 Designation of further fixed Security**

- (a) The Lender may, by notice to the Chargor, designate the benefit of any policies of insurance written in favour of the Chargor (but excluding any third party liability or

public liability insurance and any directors' and officers' insurance) as "Insurances" subject to fixed Security.

**3.3 Release of Security**

Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Chargor, release the Security created by this deed.

**4. UNDERTAKINGS RELATING TO CHARGED ASSETS**

**4.1 Restrictions on dealing with Charged Assets**

The Chargor will not at any time during the Security Period:

- (a) create or permit to subsist any Security over all or any part of the Charged Assets other than other than the security registered against the Charged Assets in favour of the First Chargee and the Third Chargee and any Security arising by operation of law; or
- (b) dispose of or otherwise deal with any part of the Charged Assets other than in the ordinary course of trading and provided such action is not prohibited by the terms of the Loan Agreement.

**4.2 Preservation of Charged Assets**

- (a) The Chargor will take all reasonable steps to preserve, maintain and renew when necessary or desirable the Charged Assets including renewing policies relating to Insurances and applying for relief against forfeiture of any lease.
- (b) The Chargor will not enter into, vary or terminate any agreement relevant to its interest in any Charged Asset where that would have a material adverse effect on the value of the relevant Charged Asset or the rights of the Lender.

**4.3 Documents relating to Charged Assets**

The Chargor shall, promptly following a request by the Lender, deliver to the Lender any documents relating to the Charged Assets which the Lender may reasonably request.

**4.4 Application to the Land Registry**

In relation to each register of title of any Land that is charged by the Chargor under this deed, the Chargor hereby consents to the Lender (or its solicitors) applying to the Chief Land Registrar:

- (a) for a restriction to be entered on the relevant register of title in substantially the following terms:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the*

*proprietor for the time being of the charge dated [date] in favour of Big Issue Invest Limited referred to in the charges register."; and*

- (b) for a notice to be entered on the relevant register of title of the Lender's obligation to make further advances to the Chargor. That obligation is deemed to be incorporated into this deed.

#### **4.5 Insurances**

- (a) The Chargor shall:
  - (i) ensure that the Insurances name the Lender as joint loss payee in respect of all claims in excess of £10,000; and
  - (ii) promptly following execution of this deed give notice to the relevant policy providers of the Security over Insurances created by this deed.
- (b) The Lender may, at its sole discretion, direct whether the Insurances are to be used to prepay the Loans or to replace or reinstate the relevant insured assets.

#### **4.6 Further assurance**

The Chargor shall promptly, at its own cost, do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s):

- (a) to perfect the Security created or intended to be created by this deed or for the exercise of any the rights, powers and remedies of the Lender provided by or pursuant to this deed or by law; and/or
- (b) to facilitate the realisation of the Charged Assets.

### **5. ENFORCEMENT OF SECURITY**

#### **5.1 Enforcement**

Any time after an Event of Default has occurred (as long as it is continuing unremedied or unwaived) the Security created by this deed shall become immediately enforceable and the Lender may:

- (a) 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 Charged Assets; and
- (b) exercise all rights and powers conferred by this deed or by statute (as varied or extended by this deed) on mortgagees or on a Receiver.



**5.2 Effect of moratorium**

The Lender shall not be entitled to appoint a Receiver solely by reason of the obtaining of a moratorium in relation to the Chargor pursuant to Schedule A1 of the Insolvency Act 1986 or anything done with a view to obtaining such a moratorium.

**5.3 Statutory power of sale**

The power of sale and other powers given by section 101 Law of Property Act 1925 shall arise on, and be exercisable at any time after, the execution of this deed. However, the Lender shall not exercise such powers until the Security created this deed has become enforceable. Section 103 of the Law of Property Act 1925 shall not apply to this deed.

**6. APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

**6.1 Appointment and removal**

After the Security created by this deed becomes enforceable in accordance with Clause 5 (*Enforcement of Security*), the Lender may:

(a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;

~~(b) appoint one or more persons to be an administrator of the Chargor;~~

(c) by notice, remove any Receiver appointed by it.

**6.2 Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 6.1 (*Appointment and removal*) shall be:

(a) entitled to act individually or together with any other person appointed (unless the appointment provides otherwise);

(b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his or her acts, defaults and liabilities and for the payment of his or her remuneration and no Receiver shall at any time act as agent for the Lender; and

(c) entitled to remuneration for his or her services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

**6.3 Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the Law of Property Act 1925 (as extended by this deed) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Assets.

#### **6.4 Powers of Receivers**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed) in respect of the Charged Assets to which he or she is appointed, so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver.

### **7. APPLICATION OF PROCEEDS OF ENFORCEMENT**

#### **7.1 Application of proceeds**

All moneys received or recovered by the Lender or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied:

- (a) first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, and the payment of his or her remuneration;
- (b) second by the Lender in or towards satisfaction of the Secured Obligations in any order and manner that the Lender determines; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

#### **7.2 Revival of liabilities**

If any amount paid in respect of the Secured Obligations is capable of being avoided or reduced on the liquidation or administration of the Chargor, the liability of the Chargor under this deed and the Security constituted by it will continue and such amount will not be considered to have been irrevocably paid.

### **8. PROTECTION OF PURCHASERS**

No purchaser or other person dealing with the Lender or any Receiver shall be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender or such Receiver in such dealings. The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve it, him or her of any obligation to see to the application of any money paid to or by the direction of the Lender.

### **9. PROTECTION OF LENDER'S RIGHTS**

#### **9.1 Power of attorney**

- (a) By way of security, the Chargor irrevocably appoints the Lender and every Receiver separately as its attorney and, in its name, to execute any deeds or other documents and do any acts and things that:
  - (i) the Chargor is required to do under this deed; or
  - (ii) any attorney deems proper in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender or Receiver.

- (b) The Chargor ratifies and confirms any act or thing that any of its attorneys may do in the proper exercise, or purported exercise, of the power granted.
- (c) Will only be granted in the event of liquidation, administration or insolvency.

**9.2 Continuing security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations.

**9.3 Remedies and waivers**

No failure on the part of the Lender to exercise any rights under this deed, shall operate as a waiver of those rights, nor shall any partial exercise of any such rights limit any further exercise.

**9.4 No liability**

None of the Lender nor any Receiver shall be liable for any loss or damage which arises out of the exercise or purported exercise of, or the failure to exercise any of, their powers, unless caused by its or his or her negligence or wilful default. If the Lender enters into possession of any of the Charged Assets, it will not be liable to account as mortgagee in possession and may at any time go out of possession.

**9.5 Partial invalidity**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

**9.6 Subsequent Security interests**

If the Lender at any time receives notice of any later Security affecting the Charged Assets which is prohibited by the Loan Agreement, all payments thereafter in respect of the Secured Obligations will be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

**9.7 Suspense account**

Until the Secured Obligations are paid in full, all monies received by the Lender or a Receiver under this deed may, at its, his or her discretion be credited to an interest bearing suspense account.

**10. CHARITIES ACT**

- (a) It is acknowledged that the Chargor is a registered charity and accordingly that the Charged Assets are held by a charity.
- (b) The Land is held by (or in trust for) the Company, a non-exempt charity, and the Security created by this deed does not fall within section 124(9) of the Charities Act

2011, so that the restrictions imposed by section 117(3) of that Act apply. The restrictions on disposition imposed by section 124 of the Charities Act 2011 also apply to the Land.

- (c) The directors of the Chargor, being the persons who have the general control and management of its administration, certify that they have power under its trusts to effect the Security created by this deed and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

## **11. MISCELLANEOUS**

### **11.1 Governing law and jurisdiction**

This deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this deed shall be governed by, construed and take effect in accordance with English law. The courts of England have exclusive jurisdiction to settle any disputes arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity).

### **11.2 Counterparts**

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

### **12.1 Deed of Priority**

This agreement is subject to a deed of priority with Kingdom Bank

limited dated 19<sup>th</sup> October 2017 *RF*

**SCHEDULE 1**

<b>Description of Property</b>	<b>Freehold or leasehold</b>	<b>Title number</b>
2 Darley Avenue Didsbury M20 2XF	Freehold	LA35830
4 Darley Avenue West Didsbury M20 2XF	Freehold	GM52332



THIS DEED has been signed by the Lender and executed as a deed by the Chargor and is delivered and takes effect on the date stated at the beginning of it.

**Chargor**

EXECUTED AND DELIVERED AS A DEED by )  
AGE CONCERN MANCHESTER )

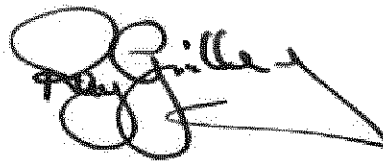
Director

Name: R. ZOLTIE



Director/Secretary

Name: RAY BRIDLEY



**Lender**

Signed by  
**BIG ISSUE INVEST LIMITED**  
for and on its behalf  
by its duly authorised  
officer



