



**Registration of a Charge**

Company name: **FOGARTY (FILLED PRODUCTS) LIMITED**

Company number: **04346056**



X6i8UDBT

Received for Electronic Filing: **31/10/2017**

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**Details of Charge**

Date of creation: **25/10/2017**

Charge code: **0434 6056 0018**

Persons entitled: **HASNAIN DHARAMSEY**

Brief description:

**Contains fixed charge(s).**

**Contains floating 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 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:

**BROWNE JACOBSON LLP**



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

Company number: 4346056

Charge code: 0434 6056 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2017 and created by FOGARTY (FILLED PRODUCTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2017 .

Given at Companies House, Cardiff on 2nd November 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 25 October 2017

FOGARTY (FILLED PRODUCTS) LIMITED (1)

and

HASNAIN DHARAMSEY (2)

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DEBENTURE

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brownejacobson

Browne Jacobson LLP  
Mowbray House  
Castle Meadow Road  
Nottingham  
NG2 1BJ

THIS DEBENTURE is made the 25 day of October 2017

BETWEEN

- (1) **FOGARTY (FILLED PRODUCTS) LIMITED** a company incorporated in England and Wales (registration number 04346056) having its registered office at Havenside, Fishtoft Road, Boston, Lincolnshire PE21 0AH (the "Company"); and
- (2) **HASNAIN DHARAMSEY** of 3 Northfields Court, Stamford, Lincolnshire, PE9 1RA (the "Chargeholder").

### DEFINITIONS

"Company's Obligations"

all the Company's monies and liabilities of any kind which will from time to time (and whether on or at any time after demand) be due, owing or incurred under or pursuant to the Guarantee in whatsoever manner to the Chargeholder, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Chargeholder was an original party to the relevant transaction together with the Chargeholder's charges and commission Interest and Expenses.

"Enforcement Event"

means any of the following:

the failure by the Company within 60 days of such obligation becoming due to discharge all or any of the Company's Obligations;

any step being taken (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person to appoint an administrator in respect of the Company;

any step being taken (including, without limitation, the making of an application or the giving of any

notice) by the Company or any other person to wind up or dissolve the Company or to appoint a liquidator, trustee, Receiver, or similar officer to the Company or any part of the Company's undertaking or assets

the Company requesting the Chargeholder to appoint an administrator of the Company or to appoint a Receiver in respect of the Company or any of the Property.

**"Expenses"**

all expenses (on a full indemnity basis) incurred by the Chargeholder or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred.

**"Guarantee"**

the group guarantee dated on or around the date of this Debenture between, amongst others, the Company and the Chargeholder.

**"Interest"**

interest at the rate(s) charged to the Company by the Chargeholder from time to time.

**"Property"**

the whole and any part of the undertaking property and assets of the Company charged by Clause 1.

**"Receiver"**

an administrative receiver, receiver or a receiver and manager.

## 1 Charge

The Company covenants to discharge on demand the Company's Obligations when the same become due and as a continuing security for such discharge and with full title guarantee charges to the Chargeholder:-

- 1.1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company;
- 1.2 by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by clause 1.11.1;
- 1.3 by way of fixed charge all the plant machinery and fixtures and fittings of the Company present and future;
- 1.4 by way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
- 1.5 by way of fixed charge all the goodwill and uncalled capital of the Company present and future;
- 1.6 by way of fixed charge all stocks, shares and other securities of the Company present and future;
- 1.7 by way of fixed charge all intellectual property rights choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting the Property; and
- 1.8 by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charges created under this deed. This means that, at any time after an Enforcement Event has occurred, the Chargeholder may appoint an administrator under the Insolvency Act 1986.

## 2 Restrictions

The Company will not without the prior written consent of the Chargeholder:-

- 2.1 create or permit to arise any mortgage charge or lien on the Property;
- 2.2 dispose of the Property charged by clauses 1.1 to 1.7 inclusive;
- 2.3 deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business. In particular the Company will not realise its book debts and other debts by means of block discounting factoring or any other similar arrangement;
- 2.4 dispose of the Property charged by clause 1.8 other than in the ordinary course of business;
- 2.5 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it; or
- 2.6 do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Property.

## 3 Insurance

- 3.1 The Company will comprehensively keep insured to the Chargeholder's reasonable satisfaction all of the Property which is of an insurable nature for its full reinstatement cost and in default the Chargeholder may enter and effect such insurance (without becoming liable to account as mortgagee in possession).
- 3.2 The Company will hold in trust for the Chargeholder all money received under any insurance of the Property and at the Chargeholder's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Company's Obligations.



**4      Deeds Securities and Debts**

The Company will from time to time deposit with the Chargeholder all insurance policies (or where the Chargeholder agrees copies of them) deeds and documents of title relating to the Property.

**5      Repair and Alteration**

5.1    The Company will keep the Property charged by clauses 1.1 to 1.4 inclusive in good and substantial repair and condition and in default the Chargeholder may enter and effect repairs (without becoming liable to account as mortgagee in possession).

5.2    The Company will not without the prior written consent of the Chargeholder make any alteration to the Property charged by clauses 1.1 and 1.2 which would require planning permission or approval under any building regulations.

**6      Undertakings**

The Company will at all times:

6.1    preserve and maintain all material intellectual property rights owned or used by, and necessary for the operation of the business of, the Company;

6.2    comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, legislation relating to public health, town & country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work; and

6.3    promptly notify the Chargeholder of the acquisition by the Company of any estate or interest in any freehold, heritable or leasehold property.

**7      Notice of Crystallisation**

The Chargeholder may by written notice to the Company convert the floating charge into a fixed charge as regards any of the Property specified in the notice.

## **8      Powers of the Chargeholder**

- 8.1      The Chargeholder may without restriction grant or accept surrenders of leases of the Company's freehold and leasehold property or any part of it.
- 8.2      Following the occurrence of an Enforcement Event, the security constituted by this deed shall become enforceable and the Chargeholder may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts defaults and remuneration.
- 8.3      All or any of the powers conferred on a Receiver by clause 9, including, without limitation, all the powers conferred on mortgagees by the Law of Property Act 1925, all the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 and all or any of the rights and power conferred by this deed may be exercised by the Chargeholder without first appointing a Receiver or notwithstanding any appointment.
- 8.4      The Chargeholder will not be liable to account to the Company as mortgagee in possession for any money not actually received by the Chargeholder.
- 8.5      Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.
- 8.6      Section 103 of the Law of Property Act 1925 will not apply to this deed but the statutory power of sale will as between the Chargeholder and a purchaser from the Chargeholder arise on and be exercisable at any time after the execution of this deed provided that the Chargeholder will not exercise the power of sale until payment of all or any part of the Company's Obligations has been demanded or a Receiver has been appointed but this proviso will not affect a purchaser or put him upon inquiry whether such demand or appointment has been validly made. The statutory powers of sale, leasing and accepting surrenders exercisable by the Chargeholder under this deed are extended so as to authorise the Chargeholder whether in the Chargeholder's name or in the Company's name to grant a lease or leases of the whole or any part or parts of

the Company's freehold and leasehold property with whatever rights relating to other parts of it and containing whatever covenants on the Company's part and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Chargeholder thinks fit.

- 8.7 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Company with the Chargeholder that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Company before all the Company's Obligations have been discharged but the Chargeholder may without prejudice to this deed permit the Company to make withdrawals from time to time.
- 8.8 Section 93 of the Law of Property Act 1925 (consolidation of mortgages) will not apply to this deed.

## **9 Receivers**

- 9.1 Any Receiver appointed by the Chargeholder shall be a receiver and manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally:-
- 9.1.1 to take possession of and generally manage the Property and any business of the Company;
- 9.1.2 to carry out on any freehold or leasehold property of the Company any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;
- 9.1.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
- 9.1.4 to sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Property without restriction

including (without limitation) power to dispose of any fixtures separately from the land;

9.1.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company;

9.1.6 to take continue or defend any proceedings and enter into any arrangement or compromise;

9.1.7 to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;

9.1.8 to call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls;

9.1.9 to employ advisers consultants managers agents workmen and others;

9.1.10 to purchase or acquire materials tools equipment goods or supplies;

9.1.11 to borrow any money and secure the payment of any money in priority to the Company's Obligations for the purpose of the exercise of any of his powers;

9.1.12 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.

9.2 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.

## 10 **Power of Attorney**

The Company hereby irrevocably appoints the Chargeholder and any Receiver severally to be the Attorney of the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed

to sign or execute all deeds instruments and documents which may be required by the Chargeholder or any Receiver pursuant to this deed or the exercise of any of their powers.

**11     Appropriation**

11.1    Subject to clause 11.2 the Chargeholder may appropriate all payments received for the account of the Company in reduction of any part of the Company's Obligations as the Chargeholder decides.

11.2    The Chargeholder may open a new account or accounts upon the Chargeholder receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Chargeholder opens any such account no payment received by the Chargeholder after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Company's Obligations outstanding at the time of receiving such notice.

**12     Preservation of other Security and Rights and Further Assurance**

12.1    This deed is in addition to any other security present or future held by the Chargeholder for the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Chargeholder.

12.2    The Company will at its own cost at the Chargeholder's request execute any deed or document (including a legal assignment of book debts) and take any action required by the Chargeholder to perfect this security or further to secure on the Property the Company's Obligations (including giving notice to the Company's debtors following the execution of a legal assignment over book debts).

**13     Memorandum and Articles of Association**

The Company certifies that this deed does not contravene the Company's Memorandum and Articles of Association.

**14     Assignment**

The benefit of this Debenture will not be capable of assignment.

**15     Notices**

15.1 Any notice or demand by the Chargeholder may be served personally on any director or the secretary of the Company or may be sent by post or fax or delivered to the Company at the above address or the Company's address last known to the Chargeholder.

15.2 A notice or demand by the Chargeholder by post shall be deemed served on the day after posting.

15.3 A notice or demand by the Chargeholder by fax shall be deemed served at the time of sending.

**16     Governing Law**

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

**17     Interpretation**

17.1 The expressions "Company" and "Chargeholder" where the context admits include their respective successors in title and assigns.

17.2 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Chargeholder may select.

17.3 References to the "Property" include any part of it.

17.4 References to freehold and leasehold property include all covenants and rights affecting or concerning the same.

17.5 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

17.6 References to this deed or to any other document shall, unless the context otherwise requires, be construed as a reference to that document as from time to time amended, varied, supplemented, novated or replaced and shall include any document which is supplemental to or is expressed to be collateral with that document.

18 **Counterparts**

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

Executed by  
FOGARTY (FILLED PRODUCTS) LIMITED  
acting by


in the presence of:

Signature of witness:

Witness' name:

Witness' address:

*John. Swani*  
*Solicitor*

  
Director

Browne Jacobson Solicitors LLP  
Victoria Square House  
Victoria Square  
Birmingham B2 4BU  
Tel: 0121 237 3900  
DX: 727740 Birmingham 62  
email: [www.brownejacobson.com](http://www.brownejacobson.com)

Executed by  
HASNAIN DHARAMSEY  
acting by

in the presence of:

Signature of witness:

Witness' name:

Witness' address:

*John Swani*  
*Solicitor*

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