



Registration of a Charge

Company name: **AA TRADING (UK) LIMITED**

Company number: **05968119**



X5F5D4EL

Received for Electronic Filing: **09/09/2016**

Details of Charge

Date of creation: **06/09/2016**

Charge code: **0596 8119 0003**

Persons entitled: **ROXBRIDGE LLP**

Brief description: **1. LEGAL MORTGAGE ON ALL FREEHOLD AND LEASEHOLD PROPERTY NOW VESTED IN THE COMPANY INCLUDING ANY THAT IS SPECIFIED IN THE SCHEDULE TO THE DEBENTURE, TOGETHER WITH ALL BUILDINGS, FIXTURES (INCLUDING TRADE FIXTURES) AND FIXED PLANT AND MACHINERY FROM TIME TO TIME ON THAT PROPERTY. 2. FIXED CHARGE ON ALL ESTATES OR INTERESTS IN ANY FREEHOLD AND LEASEHOLD PROPERTY NOW AND IN THE FUTURE VESTED IN THE COMPANY, TOGETHER WITH ALL BUILDINGS, FIXTURES (INCLUDING TRADE FIXTURES) AND FIXED PLANT AND MACHINERY FROM TIME TO TIME ON THAT PROPERTY. 3. FIXED CHARGE ON ALL THE GOODWILL AND UNCALLED CAPITAL FOR THE TIME BEING OF THE COMPANY. 4. FIXED CHARGE ON ALL BOOK DEBTS AND OTHER DEBTS NOW AND IN THE FUTURE DUE OR OWING TO THE COMPANY. 5. FIXED CHARGE ON ALL INTELLECTUAL PROPERTY RIGHTS, CHOSES IN ACTION AND CLAIMS NOW AND IN THE FUTURE BELONGING TO THE COMPANY. 6. FIXED CHARGE ON STOCKS, SHARES AND OTHER SECURITIES HELD BY THE COMPANY FROM TIME TO TIME IN ANY SUBSIDIARY AND ALL INCOME AND RIGHTS DERIVING THEREFROM. 7. FIXED CHARGE ON STOCKS, SHARES AND OTHER SECURITIES NOW AND IN THE FUTURE BELONGING TO THE COMPANY AND ALL INCOME AND RIGHTS DERIVING THEREFROM. 8. FLOATING CHARGE ON ALL THE COMPANY'S PRESENT AND FUTURE UNDERTAKING AND ASSETS.**

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: **RAAZIA IBRAHIM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5968119

Charge code: 0596 8119 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2016 and created by AA TRADING (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2016 .

Given at Companies House, Cardiff on 12th September 2016

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 6th September 2016

- (1) AA TRADING (UK) LTD
- (2) ROXBRIDGE LLP

DEBENTURE



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THIS DEBENTURE is made on 6th September

2016

- (1) AA TRADING (UK) LTD (Registered in England No. 05968119) whose registered office is at 159 Manchester Road, Manchester M16 0FE ("the Company"); and
- (2) ROXBRIDGE LLP (Registered in England No. OC411645) whose registered office is at Linden Court House, 52 Liverpool Street, Salford M5 4LT ("the Lender").

1 **INTERPRETATION**

1.1 In this Debenture:

'Acts'	means 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).
'Administrator'	has the meaning given to it in clause 4.1.
'Assets'	means the property, undertaking and assets of the Company expressed to be charged to the Lender now or hereafter under clause 2.
'the Bank'	means Natwest Bank Plc or such other United Kingdom clearing bank as the Company shall choose and the Lender shall approve (such approval not to be unreasonably withheld or delayed).
'Environmental Laws'	means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment.
'Event of Default'	means any of the events listed in clause 5.
'Indebtedness'	means all the Company's present or future indebtedness to the Lender on any account whatsoever whether solely or jointly with any other person or persons including (without limitation) indebtedness pursuant to any loan agreement or facility letter or obligations with respect to guarantees and indemnities, and whether present, future, actual or contingent and whether incurred solely, severally or jointly with any other person and whether in sterling or in any other currency TOGETHER WITH interest and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Lender and including those arising from the Lender perfecting or enforcing or attempting to enforce this Debenture or any other security (and its rights thereunder) held by the Lender from time to time.
'Property'	means all leasehold and freehold property referred to in clauses 2.1.1 and 2.1.2.
'Receiver'	has the meaning given to it in clause 4.1.

1.2 Clause headings are for ease of reference only.

1.3 References to legislation or regulation include all subsequent amendments or re-enactments thereof.

- 1.4 References to 'the Lender' shall include the Lender's successors and assigns (unless the context otherwise requires).

2 CHARGE

- 2.1 The Company hereby COVENANTS on due demand to pay or discharge the Indebtedness to the Lender. As security for the payment and discharge of the Indebtedness, the Company HEREBY CHARGES to the Lender, with full title guarantee:
- 2.1.1 by way of legal mortgage, all freehold and leasehold property now vested in the Company including as more particularly described in the Schedule hereto, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;
 - 2.1.2 by way of fixed charge, all estates or interests in any freehold and leasehold property of the Company (not being Property charged by clause 2.1.1) now and in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;
 - 2.1.3 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company;
 - 2.1.4 by way of fixed charge, all book debts and other debts now and in the future due or owing to the Company;
 - 2.1.5 by way of fixed charge, all intellectual property rights, choses in action and claims now and in the future belonging to the Company;
 - 2.1.6 by way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to them;
 - 2.1.7 by way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by clause 2.1.6) and all income and rights derived from or attaching to them; and
 - 2.1.8 by way of floating charge, all the Company's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Debenture.
- 2.2 Paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 2.1.8 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 to the Insolvency Act 1986.

3 COVENANTS

- 3.1 The Company shall not:-
- 3.1.1 (except for charges in favour of the Lender created under or pursuant to this Debenture) create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets;
 - 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 pull down or remove all or any part of the buildings forming part of the Property or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Property;
 - 3.1.4 deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business and paying them in to an account at the Bank, but so that this exception shall not permit the realisation