700307/13

In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01
## Particulars of a charge

Companies House

**A fee is payable with this form**
Please see 'How to pay' on the last page

**You can use the WebFiling service to file this form online.**
Please go to www companieshouse gov.uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with this form This w scanned and placed on the public record **Do not send the original**

TUESDAY

*A4EID0GR*
A11 25/08/2015 #348
COMPANIES HOUSE

For official use 8

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

## 1 Company details

| | |
|---|---|
| Company number | 0 8 2 1 0 6 7 6 |
| Company name in full | 786 PROPERTIES (MANCHESTER) LTD |

## 2 Charge creation date

| | |
|---|---|
| Charge creation date | 1 0 0 8 2 0 1 5 |

## 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

| | |
|---|---|
| Name | MANCHESTER PROPERTIES (NW) LTD |
| Name | THOMAS FREDERICK & COMPANY LIMITED |
| Name | |
| Name | |

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

## 4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**
Please use a continuation page if you need to enter more details

Description

Legal mortgage of all freehold and leasehold property now vested in the company, including all estates and interests, book debts, good will, intellectual property and stocks and shares.

## 5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☑ **Yes**

☐ **No**

## 6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☑ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☑ **Yes**

## 7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☑ **Yes**

☐ **No**

## 8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

## 9 Signature

Please sign the form here.

Signature

Signature

X X

This form must be signed by a person with an interest in the charge.

MR01
Particulars of a charge

## Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name HH A LAW

Address LORD HOUSE

51 LORD STREET

Post town MANCHESTER

County/Region

Postcode M3 1HF

Country

DX

Telephone 0161 637 5575

## Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

## Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

## Important information

**Please note that all information on this form will appear on the public record.**

## How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'

## Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

**For companies registered in Scotland:**
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

## Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



This form has been provided free of charge by Companies House

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FILE COPY

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8210676

Charge code. 0821 0676 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2015 and created by 786 PROPERTIES (MANCHESTER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2015.

Given at Companies House, Cardiff on 1st September 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 10 AUGUST 2015

H&A Law
certify that this is a true copy
of the original

(1) 786 PROPERTIES (MANCHESTER) LIMITED

(2) MANCHESTER PROPERTIES (NW) LIMITED & THOMAS FREDERICK & CO LIMITED

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**DEBENTURE**

---

H&A LAW
LORD HOUSE
51 LORD STREET
MANCHESTER M3 1HE

H. Ahmad
H&A LAW

SALEHS LLP
DIDSBURY HOUSE
748 WILMSLOW ROAD
DIDSBURY
MANCHESTER M20 2DW
MAN0330020 80 C8030

HBA LAW
LORD HOUSE,
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MANCHESTER M3 1HN

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LORD HOUSE,
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**THIS DEBENTURE** is made on 2015

**BETWEEN:**

(1) 786 PROPERTIES (MANCHESTER) LIMITED (Registered in England No 08210676) whose registered office is at 10 Grandale Street, Manchester M14 5WG("the Company"), and

(2) MANCHESTER PROPERTIES (NW) LIMITED (Registered in England No 04925931) whose registered office is at Alpha House, 4 Greek Street, Stockport SK3 8AB and THOMAS FREDERICK & COMPANY LIMITED (Registered in England No 00361476 whose registered office is at Linden Court House, 52 Liverpool Street, Salford, M5 4LT (together hereinafter referred to as "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 such 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 of debts by means of block discounting or factoring,

3 1 5 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Property or any part of it, or

3 1 6 move its main centre of interests as defined in the Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures outside England and Wales

3 2 The Company shall -

3 2 1 promptly deposit with the Lender all deeds and documents of title and all insurance policies relating to the Assets and promptly notify the Lender on acquiring any Property after the date of this Debenture,

3 2 2 keep such of the Assets as are insurable comprehensively insured to the Lender's satisfaction in writing (and, if so required by the Lender, in the joint names of itself and the Lender) against loss or damage by fire and such other risks as the Lender may require, to their full replacement value and, where such insurance is not in joint names, procure that the Lender's interest is noted on all policies required under this clause 3 2 2,

3 2 3 duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under clause 3 2 2 and on demand produce the insurance policies and premium receipts to the Lender,

3 2 4 keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order,

3 2 5 pay into its account with the Bank (or such other account as the Lender may designate by notice to the Company from time to time) all moneys which it may receive in respect of the book debts and other debts charged by clause 2 1 4,

3 2 6 conduct and maintain its business, operations and property so as to comply in all respects with all applicable Environmental Laws and notify the Lender promptly and in reasonable detail of any claim, notice or communication in respect of any violation or potential violation of an Environmental Law,

3 2 7 promptly notify the Lender of any meeting to discuss, or any proposal or application for the appointment of an Administrator, Receiver, liquidator or similar official in respect of the Company or any of its Assets and, if any such official is appointed, of his appointment,

3 2 8 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all restrictive and other covenants in leases or other documents under which any of the Property subject to this Debenture is held,

3 2 9 comply with the provisions of all present or future laws, statutes and directives and every notice, order or direction made under any of the foregoing,

3 2 10 provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Company and its subsidiaries and associated companies (if any) that the Lender may from time to time require, and permit such inspection of the books of account and other books and documents of the Company and its subsidiary companies as may be necessary for the purpose of verification of such information,

3 2 11 carry on its business in a proper, efficient and lawful manner;

3 2 12 keep its Assets in good condition and repair,

3 2 13 promptly notify the Lender of any distress or execution being levied on any of the Assets, and

3 2 14 promptly notify the Lender of any encumbrancer taking possession of any part of the Assets

3 3 If the Company fails to perform any of its obligations under clauses 3 2 2, 3 2 3 or 3 2 4, the Lender 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 Lender's demand for payment from the Company of any Indebtedness (or if so requested by the Company), the Lender may appoint by writing any person or persons to be a receiver or 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 or may appoint an administrator ("the Administrator") of the Company in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986 Without limiting the Lender's rights under this clause 4 1 or at law, the Lender may, whether or not any demand has been made for payment of the Indebtedness, appoint a Receiver or an Administrator if the Lender becomes aware of any of the matters referred to in clause 3 2 7 or if the security created by this Debenture shall be in jeopardy

4 2 The Lender 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 or Administrator 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 Lender's power of sale, the Receiver or 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 Lender 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 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 Lender 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 moneys received under this Debenture shall be applied

4 4 1 first, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lender, the Receiver or the Administrator and of the remuneration of the Receiver or the Administrator,

4 4.2 secondly, in or towards satisfaction of the Indebtedness in such order as the Lender shall determine, and

4 4 3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it

4 5 The Lender shall not be entitled to appoint a Receiver as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986

## 5 EVENTS OF DEFAULT

Without limiting the Lender's rights under clause 4 1 or at law, the Lender may, whether or not any demand has been made for payment of the Indebtedness, appoint a Administrator or otherwise enforce its security hereunder upon the happening of any of the following events -

5 1 the Company is in breach of its obligations to the Lender for more than 30 days after written notice from the Lender requiring such breach to be remedied,

5 2 an encumbrancer mortgagee or chargee takes possession or an administrative receiver, receiver or Administrator is appointed of the whole or any part of the undertaking of Assets,

5 3 an order is made by a Court of competent jurisdiction for the winding-up of the Company or a resolution is passed by the shareholders of the Company for its winding-up, or

5 4 the Company ceases to pay its debts or becomes unable to pay its debts within the meaning of s 123 Insolvency Act 1986

## 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 Lender's prior written consent Section 93 of the Law of Property Act 1925 shall not apply.

6 2 By notice in writing to the Company or on the occurrence of an Event of Default, the Lender may at any time convert the floating charge created by clause 2 1 6 into a specific charge over any Assets specified in the notice which the Lender considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy The Company at its expense shall at any time on the Lender's request

promptly execute and deliver to the Lender any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the Assets charged by clause 2 1 6) or such other charge as the Lender may in its discretion think fit for securing the Indebtedness

6 3 This Debenture shall be

6 3 1 a continuing security to the Lender, notwithstanding any settlement of account or other matter or thing whatever,

6 3 2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Lender may hold now or hereafter on all or any part of the Assets, and

6 3 3 in addition to any rights, powers and remedies at law

6 4 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 Lender shall not exercise its 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 5 No failure or delay on the Lender's part in the exercise of any of its rights, powers and remedies (in this clause 6 'right(s)') under this Debenture or at law shall operate or be construed as a waiver No waiver of any of the Lender's rights shall preclude any further or other exercise of that right or of any other right

6 6 The Lender 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 Lender's rights under this Debenture

6 7 The Company certifies and warrants to the Lender 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 8 The Company shall, on demand by the Lender, execute and deliver all transfers, mandates, assignments, deeds or other documents as the Lender may require (including but not limited to a legal mortgage in such form as the Lender shall require, over any Property) to perfect its 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

6 9 The Lender shall not be entitled to convert the floating charge created by clause 2 1 6 into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986.

6 10 Nothing in this Debenture is intended to confer on any person any right to enforce any term of this Debenture which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

6 11 In addition to any lien or right to which the Lender may be entitled by law the Lender may from time to time without notice and both before and after demand set off the whole or any part of the Indebtedness against any sum owing by the Lender to the Company.

## 7 POWER OF ATTORNEY

By way of security, the Company hereby irrevocably APPOINTS the Lender 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

## 8 COSTS

All costs, charges and expenses incurred by the Lender and all other moneys paid by the Lender or the Receiver in perfecting or otherwise in connection with this Debenture and all costs of the Lender or the Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt, may be debited to any account of the Company, shall bear interest at the rate per annum of 4% per cent over the Bank's base lending rate accordingly (as well before as after judgment) and shall be charged on the Assets

## 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

10 1 Any demand, notice or other communication by the Lender may be delivered personally to the Company or sent to the Company by post or fax at its registered office or such other address notified in writing to the Lender Any such notice, demand or other communication shall be deemed to have been received by the Company 2 working days after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by fax) whether or not it is actually received

10 2 Any notice from the Company to the Lender shall be served by first class prepaid recorded delivery post to the Lender at its address set out above or such other address notified to the Company

## 11 LAW

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

**IN WITNESS** whereof the Company has executed this Debenture as a deed the day and year first before written

SIGNED AS A DEED AND DELIVERED by ) TAHIR HAMMOND
the said 786 PROPERTIES (MANCHESTER) )
LIMITED acting by one Director in the presence
of -

*Witness Signature*

*Witness Name*

*Witness Address*

*Witness Occupation*

H&A LAW
LORD HOUSE
51 LORD STREET
MANCHESTER M3 1HE

Hamara Ahmad LLB(Hons)
Solicitor
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