100001 £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 wher[illegible] instrument Use form [illegible]

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

This form **must be delivered to the Registrar for registrat[illegible] 21 days** beginning with the day after the date of creation of t[illegible] delivered outside of the 21 days it will be rejected unless it is [illegible] court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this [illegible] scanned and placed on the public record **Do not send the origin[illegible]**

SATURDAY

*A53L1LZV*
A14 26/03/2016 #396
COMPANIES HOUSE

For official use

→ **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 9 1 9 1 5 8 6 |
| Company name in full | TCD T/A TOTAL CONTROLLED DEMOLITION LIMITED |

### 2 Charge creation date

| | |
|---|---|
| Charge creation date | d 1 d 4 m 0 m 3 y 2 y 0 y 1 y 6 |

### 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 | ATTRITION LIMITED<br>COMPANY NUMBER 08974861 |
| Name | |
| 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

# MR01
Particulars of a charge

## 4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

## 5 Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating 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 S Carlen X

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

MR01
Particulars of a charge

## Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone

## 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

FILE COPY

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9191586

Charge code: 0919 1586 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2016 and created by TCD T/A TOTAL CONTROLLED DEMOLITION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th March 2016

Given at Companies House, Cardiff on 6th April 2016

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

# Deed of Debenture

**THIS DEBENTURE** is issued on the 14th day of March 2016 by TCD t/a Total Controlled Demolition Limited, 47a Bury Old Road, Prestwich, Manchester, M25 0FG (Company No 09191586) ("**the Company**") in favour of Attrition Limited, 17 Martin Street, Hyde, Cheshire, SK14 1NZ (Company Number 08974861) ("**the Lender**" which expression shall include any person deriving title under it) in support of a Credit Agreement dated 14/03/2016 (**the "Agreement"**) given in favour of the Lender in order to secure its obligations

Principal and Interest

1 The Company shall on demand pay to the Lender all money and liabilities (including any sum arising by reason of or pursuant to the Agreement), ("**the Indebtedness**") now or at any time owing by the Company to the Lender from time to time including without prejudice to the generality of the foregoing -

i All Liabilities of the Company in any way undertaken or discharged by the Lender

ii If the Company fails to perform, observe or discharge any of its obligations to any third party, the Lender shall be entitled but not obliged to take such steps as are necessary to remedy, in part or in whole, any such failure and all monies advanced expended or disbursed by the Lender for any such purpose shall be money properly paid by it and shall be included in the Indebtedness,

iii All expenses and charges incurred by the Lender or any receiver appointed by it under this Debenture in the exercise and enforcement of its rights and powers,

Examined against the original and certified a true copy
HOULDSWORTH SOLICITORS
CLITHEROE

iv All other money payable under this Debenture or under any other agreement between the parties hereto and,

v Interest on all such money and liabilities calculated (after as well as before any demand for payment or judgement) on a day-to-day basis on the balance from time to time owing by the Company to the Lender at 3 % per month compounded monthly

Security

2 As security for the payment and discharge of the Indebtedness the Company with Full Title Guarantee hereby charges,

(i) by way of a legal mortgage the property (if any) briefly described in Part I of the Schedule with all buildings now or in the future erected on it and the fixtures plant equipment and machinery (if any) specified in Part II of the Schedule and all other fixtures plant equipment and machinery now or in the future on or affixed to it

(ii) by way of a fixed charge all future properties of the Company (whether freehold or leasehold) with all buildings and on all fixtures plant and machinery from time to time on or affixed to them

(iii) by way of a fixed charge all other plant machinery vehicles and office equipment now or in the future owned by the Company

(iv) by way of a fixed charge all book debts and other debts now and from time to time owing to the Company

(v) by way of a fixed charge the goodwill and uncalled capital of the Company

(vi) by way of a floating charge all other assets of the Company both present and future

Continuing Security

3 The security created by this Debenture shall be a continuing security to the Lender notwithstanding any settlement of account and shall be without prejudice and in addition to any other security whether by way of mortgage equitable charge or otherwise which the Lender now or at any time in the future holds on the property of the Company or any part of it for in respect of the whole or any part of the Indebtedness

Restrictions on Company

4 The Company shall not have power except with the written consent of the Lender;

(i) to create any further mortgage charge or lien ranking in priority to or pari passu with this Debenture or,

(ii) to sell let or part with the possession or otherwise dispose of any property charged by Clauses 2(i) to 2(v) of this Debenture, further it shall not do so in respect of any property charged by Clause 2(vi) of this Debenture except in the ordinary course of business or;

(iii) to exercise any statutory or other powers of granting or agreeing to grant or of accepting or agreeing to accept surrenders of Leases or tenancies of the present or future freehold and leasehold property of the Company or,

(iv) to make any substantial change in the nature of or scope of or discontinue or dispose of all or any part of its business or,

(v) to acquire any business or;

(vi) to acquire or dispose of any shares in any company

Consolidation

5 Section 93 of the Law of Property Act 1925 shall not apply to this Deed

Deeds and Further Assurance

6 (i) The Company shall deposit with the Lender and the Lender shall be entitled to hold all deeds and documents of title relating to the freehold and leasehold property for the time being of the Company and,

(ii) The Company shall on written demand by the Lender at the cost of the Company

(a) execute a valid legal mortgage in such form as the Lender requires of freehold and leasehold property at any time acquired by it and the fixed plant and machinery on or annexed to them

(b) execute such further charge of such of its property as the Lender requires

(c) execute a legal assignment of all or any of the book debts and other debts charged by this Debenture to secure the payment or discharge the Lender of the Indebtedness

(d) include in those mortgages or assignments any provisions which the Lender reasonably requires

Attornment

7 The Company irrevocably appoints the Lender and any receiver appointed by it jointly and also severally the attorney and attorneys of the Company for the Company and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes of this Debenture

Exclusion of Set-Off

8 The Indebtedness shall be paid and this security shall be transferable without regard to any set-off cross-claim or equities between the Company and the Lender

Warranty of Company Powers

9 The Company warrants that the security created by this Debenture and obligations or restrictions on its part contained in it do not contravene any of the provisions of the Memorandum and Articles of Association of the Company

Notices

10 A demand for payment or any other demand or notice under this Debenture may be made or given by any officer of the Lender by letter addressed to the Company and sent by post to or left at the registered office of the Company or its last known place of business and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted

Business and Insurance and Repairs

11 The Company covenants with the Lender that during the continuance of the security created by this Debenture

(i) the Company shall carry on its business in a proper and efficient manner

(ii) the Company shall insure and keep all its property of an insurable nature insured (if so required by the Lender in the joint names of the Company and the Lender) to its full replacement value within an insurance office to be approved in writing by the Lender against loss or damage by fire lightning burglary theft and such other risks as the Lender from time to time reasonably specifies and shall produce to the Lender for inspection on demand the policy or policies and the last receipts for premiums paid in respect of them

(iii) the Company shall keep all its buildings and all its plant machinery fixtures fittings vehicles and other effects and every part of them in good repair and in good working order and condition

(iv) the Company shall pay any rent and perform and observe any covenants and stipulations affecting any property comprised in this security

(v) if the Company fails to perform or observe any of its obligations under this Debenture, the Lender shall be entitled but not obliged to take such steps as are necessary to comply with any such failure (as it may do without becoming liable as mortgagee in possession) and all monies expended by the Lender for any such purpose shall be money properly paid by it and shall be included in the Indebtedness

Book Debts

12 (i) In this Clause the expression "the Book Debts" means all or any one or more of the Book Debts and other debts charged by clause 2(iv) of this Debenture and the expression "the Proceeds of the Book Debts" means any money paid or in any way directly or indirectly received by or to the order of the Company in respect of the Book Debts

(ii) the Company shall (until the Lender otherwise directs in writing) enforce payment of and collect the Book Debts as the agent of the Lender

(iii) the Company shall pay the Proceeds of the Book Debts into such account in such bank as the Lender from time to time designates in writing ("the Designated Account")

(iv) the Company shall not withdraw the Proceeds of the Book Debts from the Designated Account or otherwise deal with them without the written consent of the Lender

(v) the Company shall hold the Proceeds of the Book Debts in trust for the Lender until they are paid into the Designated Account

(vi) the Company shall not without the written consent of the Lender release compromise suffer or allow any set-off or counter-claim in respect of or assign factor charge or otherwise deal with the Book Debts or attempt or purport to do so except in accordance with the provisions of this Clause

Powers of Sale and Appointment of Receiver

13 Section 103 of the Law of Property Act 1925 shall not apply to this Debenture and the statutory and other powers of sale and appointing a receiver shall arise on the date of this Debenture and shall become exercisable by the Lender immediately upon the happening of any one or more of the following events

(i) if the Lender demands payment of any money secured by this Debenture payable on demand and it is not paid immediately,

(ii) if any payment of any money secured by this Debenture or any interest payable by this Debenture is not paid on the due date whether or not demanded,

(iii) if the Company requests the Lender to appoint a receiver;

(iv) if a distress or execution is levied or issued against any of the property of the Company,

(v) if a petition is presented to any court or a meeting is convened for the purpose of winding up the Company except with the written consent of the Lender for the purpose of amalgamation or reconstruction,

(vi) if an encumbrance takes possession or a receiver is appointed of any part of the assets of the Company,

(vii) if the Company is unable to pay its debts within the meaning of Section 518 of the Companies Act 1985,

(viii) if the powers of sale and appointing a receiver become exercisable under any other security given by the Company to the Lender or to any other person,

(ix) if the Company makes default in observing or fulfilling any of its obligations under this Debenture or any deed made by way of further assurance or supplemental to it,

(x) if there is any change in the identity of all or any of the shareholders directors senior managers or auditors of the Company, or

(xi) if there is any change in the capital objects or Articles of Association of the Company

Appointment and Status of Receiver

14 (i) In this Debenture any reference to a receiver shall include a reference to a receiver and manager and any substituted receiver,

(ii) at any time after the power of appointing a receiver has become exercisable the Lender may appoint by writing any person or persons (whether or not an officer of the Lender) to be a receiver of all or any of the property charged by this Debenture upon such terms as to remuneration and otherwise as the Lender thinks fit and may from time to time by writing remove any receiver so appointed and appoint another in his place,

(iii) a receiver so appointed shall be the agent of the Company and the Company shall be responsible for the receiver's acts and defaults and all his remuneration costs charges and expenses to the exclusion of liability on the part of the Lender

Powers of Receiver

15 A receiver appointed under this Debenture shall be entitled to exercise in the interest of the Lender all powers conferred on a receiver by the Law of Property Act 1925 and by way of addition to and without limiting those powers such receiver shall have power·

(i) to take possession of and get in all or any part of the property charged by this Debenture,

(ii) to carry on or concur in carrying on the business of the Company,

(iii) to raise money from the Lender or others on the security of any property charged by this Debenture,

(iv) to sell or concur in selling any of the property charged by this Debenture or otherwise deal with it on such terms in the interest of the Lender as he thinks fit,

(v) to let or concur in letting and to terminate or to accept surrenders of Lease or tenancies of any other property charged in this Debenture in such manner and generally on such terms and conditions as he thinks fit,

(vi) to make any arrangement or compromise between the Company and any other person which he thinks expedient,

(vii) to call up all or any portion of the uncalled capital of the Company,

(viii) to do all other acts and things as are considered to be incidental or conducive to any of the above matters and powers and which the receiver may or can lawfully do as agent for the Company and,

(ix) to appoint managers officers and agents for the above purposes at such salaries commissions or other remuneration as he determines

Additional Provisions relating to Receivers

16 (i) The net profits of carrying on the business of the Company and the net proceeds of any sale by the receiver shall be applied by him (after provision for his remuneration and all matters specified in paragraphs (i) (ii) and (iii) of sub-section 8 of Section 109 of the Law of Property Act 1925 and Sections 196 and 614 and Schedule 19 of the Companies Act 1985) in or towards satisfaction of the Indebtedness and any surplus shall be paid to the Company,

(ii) any payment made by the receiver to the Lender may be made on account of principal money or interest or partly in one way and partly in the other as the receiver deems expedient,

(iii) if the Lender or its receiver enters into possession of any of the property charged by this Debenture it may from time to time at pleasure go out of such possession and shall not be liable to account as mortgagee in possession whilst in fact out of possession if notice of such fact is within seven days after its happening served on the Company

Automatic Crystallisation of Floating Charge

17 The floating charge created by this Debenture shall become a fixed charge over the respective assets to which it applies

(i) automatically in respect of all the assets of the Company to which the floating charge applies on the happening of any of the events mentioned in Clauses 13(i) to 13(viii) inclusive of this Debenture or,

(ii) by written notice from the Lender to the Company specifying the date on which the floating charge becomes fixed and the assets to which it becomes attached and fixed upon the happening of any of the events mentioned in Clauses 13(ix) to 13(xi) inclusive of this Debenture or the Lender's belief that any of those events has or might happen

Appointment of Trustee

18 The Company declares that as and when the security created by this Debenture becomes enforceable and the Lender's power of sale and appointing a receiver becomes exercisable

(i) the Company shall hold all the property charged (subject to the Company's right of redemption) upon trust to convey assign or otherwise deal with it in such manner and to such person as the Lender directs and,

(ii) the Lender shall become entitled at any time by Debenture to remove the Company or any other person from office as a trustee of that property or any part of it and to appoint one or more trustees of it or any part of it as additional trustees or in the place of any person who has ceased to be a trustee

Statutory Provisions

19 In this Debenture references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Debenture) from time to time shall include references to any provisions of which they are re-enactments with or without modification

Interpretation

20 In this Debenture

(i) words expressed in the singular shall where the context so requires or permits include the plural and,

(ii) words expressed in any gender shall where the context so requires or permits include any other gender,

(iii) where any party is more than one person the obligations contained in this Debenture on the part of such party shall be construed and take effect as joint and several obligations and the benefits contained in this Debenture in favour of such party shall be construed and take effect as conferred in favour of all such persons collectively and each of them separately,

(iv) the receipt of the survivor of joint holders of this Debenture shall be a good discharge to the Company,

(v) the headings to the clauses are inserted for convenience only and shall not affect the construction of this Debenture

Waiver

21 The failure by the Lender to enforce for any time or for any period any one or more of the terms or conditions of this Debenture shall not be a waiver of those terms or conditions or of the right of the Lender at any time afterwards to enforce each and every term and condition of this Debenture

22 Any waiver by the Lender of any terms of this deed or any consent or approval given by the Lender under it shall only be effective if given in writing Such consent and approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by the Lender

Transfers and Disclosures

23 This Deed is freely transferable by the Lender References in this deed to the Lender shall include the Lender's successors, assignees and transferees

24 The Company may not assign or transfer any of its obligations under this deed Nor may the Company enter into any transaction which would result in any such obligations passing to another person or other legal entity

25 The Lender may disclose any information about the Company and any other person connected or associated with the Company to any member of the Lender and/or to any person to whom the Lender are proposing to transfer or assign or have transferred or assigned this deed You represent and warrant that you have and (so far as permitted by law) will maintain any necessary authority by or on behalf of any such persons to agree to the provisions of this clause

Miscellaneous

26 No delay or omission on the Lender's part in exercising any right or remedy under this deed shall impair that right or remedy or operate as or be taken to be a waiver of it Any single, partial or defective exercise of any such right or remedy shall not prevent the further exercise of that or any other right or remedy

27 The Lender's rights under this deed are cumulative They are not exclusive of any rights provided by law They may be exercised from time to time and as often as the Lender sees fit

28 If at any time any one or more of the provisions of this deed is or becomes illegal, invalid or unenforceable in any respect under laws of any jurisdiction then neither the legality, validity or enforceability of the remaining provisions of this deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

29 Any certificate signed by a director or authorised officer of the Lender as to the amount of the secured monies at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of such amount and be binding on you

30 This deed may be executed in any number of counterparts It will then be as effective as if all signatures on the Counterparts were on a single copy of this deed

31 The paper on which this deed is written is, and will remain at all times, the property of the Lender, even after the discharge of this security

IN WITNESS of which the Company has executed this Debenture on the date first before written

THE SCHEDULE hereinbefore referred to -

**PART I**

## PART II

**IN WITNESS** whereof the Company hereto has executed this document as a Deed on date first before written

**Executed, signed and delivered as a Deed** by the said TCD t/a Total Controlled Demolition Limited acting by its sole Director in the presence of

**Signature of Director:** S L Fogarty

SHARON FOGERTY

**Signature of Witness:** A J Pawson

**Name of Witness:** A J PAWSON

(in BLOCK CAPITALS)

**Address of Witness:** 32 SIDLEY AVE

BLACKLEY

M9 2HJ