

MR01

Particulars of a charge



Companies House



Go online to file this information
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A fee is payable with this form
Please see 'How to pay' on the last page.

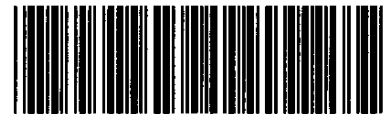
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR02

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

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

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



A11 *A7L1DNXS* #39
18/12/2018
COMPANIES HOUSE

1 Company details

Company number 1 1 1 0 8 7 2 9

Company name in full JWAMM Limited

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 *

2 Charge creation date

Charge creation date d / m / y 1 / 1 / 2018

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 George Dawidow

Name

Name

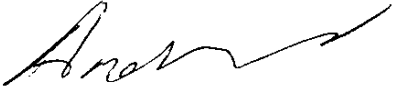
Name

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.

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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 Freehold property known as Saltney Ferry Warehouse, Saltney Ferry, Chester CH4 0BN registered under title number CYM218708	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹ 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. <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  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 **Nicholas Ball**

Company name **Rowlinsons Solicitors**

Address **9 Church Street**

Post town **Frodsham**

County/Region **Cheshire**

Postcode **W A 6 7 D N**

Country **United Kingdom**

DX **15601 Frodsham**

Telephone **01928 735333**

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11108729

Charge code: 1110 8729 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2018 and created by JWAMM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2018.

Given at Companies House, Cardiff on 28th December 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: CYM218708
2	Property: Saltney Ferry Warehouse, Saltney Ferry, Chester, CH4 0BN
3	Date: 14/12/2018
4	<p>Borrower: JWAMM Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11108729</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: George Dawidow</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Lender's intended address(es) for service for entry in the register: 59 Finchfield Road, Wolverhampton, West Midlands, WV3 9LQ</p> <p>We hereby certify that this is a true copy of the original</p>

NICHOLAS BALL
Rowlinsons Solicitors

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>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 <u>14/12/</u> 2018 in favour of George Dawidow referred to in the charges register (or his conveyancer).</p>
9	<p>Additional provisions</p> <p>9.1 Definitions</p> <p>In this legal charge, the following words have the following meanings:</p> <p>Acquisition Agreement means the share purchase agreement dated <u>14/12/</u> 2018 made between the Sellers (1) and the Borrower (2).</p> <p>Insured Risks means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion and any other risks which the Borrower decides to insure against from time to time and Insured Risk means any one of the Insured Risks.</p> <p>Interest Rate means interest at the rate of 2% per annum above the base rate of the Bank of England as varied from time to time but at 2% per annum for any period when that base rate is 0% or less.</p> <p>Permitted Security means a <u>1</u> debenture dated <u>28/11/</u> 2018 in favour of Clydesdale Bank plc.</p> <p>Secured Liabilities means the Deferred Payments as defined in, and payable by the Borrower to the Sellers pursuant to, the Acquisition Agreement.</p> <p>Sellers means George Dawidow, Stephen Deakin, Kevin Wright and June Denigan.</p> <p>9.2 Interpretation</p> <p>In this deed:</p> <p>(a) clause headings shall not affect the interpretation of this deed;</p>

(b)a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);

(c)unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

(d)unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

(e)a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;

(f)a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

(g)a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

(h)a reference to writing or written includes fax but not email;

(i)an obligation on a party not to do something includes an obligation not to allow that thing to be done;

(j)a reference to this deed (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;

(k)unless the context otherwise requires, a reference to a clause is to a clause of this deed;

(l)any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

(m)a reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly);

(n)a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;

(o) a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;

(p) a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;

(q) a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(r) a reference to the Property includes:

(i) all buildings and fixtures and fittings that are situated on, or form part of, the Property at any time;

(ii) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;

(iii) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and

(iv) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

9.3 Repayment

The Borrower covenants to pay to the Lender the Secured Liabilities when the same are due and payable.

9.4 Representations

9.4.1 The Borrower represents and warrants to the Lender on each day until the Secured Liabilities have been unconditionally and irrevocably paid in full that:

9.4.1.1 the Borrower is the sole legal and beneficial owner of the Property and has good and marketable title to the Property;

9.4.1.2 the Property is free from any security other than the security created by this deed and any Permitted Security;

9.4.1.3 the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it;

9.4.1.4 there is no breach of any law or regulation that materially adversely affects the Property;

9.4.1.5 no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use; and

9.4.1.6 no security expressed to be created under this agreement is liable to be avoided, or otherwise set aside, on the insolvency of the Borrower or otherwise.

9.5 Property Covenants

The Borrower covenants that:

9.5.1 Repair

9.5.1.1 the Borrower will keep the Property, fixtures and fittings, services and service media in on or associated with the Property in good repair and condition.

9.5.1.2 the Borrower will permit the Lender and its representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the Property, fixtures and fittings, services and service media without the Lender becoming liable as mortgagee in possession.

9.5.1.3 if the Borrower fails to maintain the Property, fittings, services and service media in the requisite state of repair and condition the Lender and its representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession.

9.5.1.4 the Borrower will on demand repay to the Lender all costs and expenses incurred by the Lender in carrying out inspections and works permitted by this clause 9.5.1 together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Secured Liabilities) all of which money and interest shall be charged on the Property.

9.5.2 Alterations

The Borrower will not without the previous written consent of the Lender (such consent not to be unreasonably withheld or delayed) (and then only to the extent permitted by and in accordance with any reasonable conditions attached to the consent) make any structural or material alteration to or pull down or remove any or any part of the Property fixtures and fittings services and service media in or upon or associated with the Property.

9.5.3 Outgoings

The Borrower will punctually pay and indemnify the Lender against all rents taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or may become imposed upon or payable in

respect of the Property or any part of it.

9.5.4 General covenants to comply with statutes

The Borrower will ensure that any legislation regulations or by-laws for the time being in force applicable to the Property are complied with in all respects.

9.5.5 General covenant to produce notices

9.5.5.1 the Borrower will immediately produce to the Lender any order direction permission notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party and will allow the Lender to make a copy of it.

9.5.5.2 the Borrower will comply with any such order direction permission notice or other matter without delay or if the Lender so reasonably requires will make or join with the Lender in making such objection or representations against or in respect of the same as the Lender may reasonably request or approve.

9.5.6 Insurance

9.5.6.1 Duty to insure

The Borrower will:

(a) ensure that the Property is kept insured in respect of the Insured Risks; and

(b) make all payments required for this purpose and when they become due and when required by the Lender to deliver to him the policy of insurance and the receipt of each payment.

9.5.6.2 Indemnity for payment by Lender

If the Borrower fails to perform any of its obligations under this clause 9.5.6 and if the Lender takes out any insurance on the Property or any part of it the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand. All such money and interest shall be charged on the Property.

9.5.6.3 Application of insurance money

Any money received under the policy of insurance effected or maintained by the Borrower (whether or not pursuant to its obligations under this clause 9.6.6) shall at the option and absolute discretion of the Lender be applied either in making good the loss or damage in respect of which it was received or in or towards the discharge of the money due under this security and if received by the Borrower will be held on trust for the Lender for this purpose.

9.5.7 Negative pledge and disposal restrictions

9.5.7.1 The Borrower shall not at any time, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed):

(a) create, purport to create or permit to subsist any mortgage, charge, (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having similar effect, on or in relation to the Property, save in respect of the Permitted Security;

(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property; or

(c) grant or create (or purport to grant or create) any interest in the Property in favour of a third party save that the Lender acknowledges that the Property is let by the Borrower to FWG Sales Limited pursuant to a lease dated 26th September 2018.

9.5.8 Preservation of Property

The Borrower will not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender pursuant to this deed or materially diminish the value of the Property or the effectiveness of the security created by this deed.

9.6 Interest

If the Borrower fails to make any payment due under this deed on the due date for payment, interest on the unpaid amount will accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment) at the Interest Rate.

9.7 Enforcement of security

9.7.1 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) will, as between the Lender and a buyer from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender will not exercise the power of sale or other powers until the Borrower has failed to pay all or any of the Secured Liabilities when due and payable, at which time they will become immediately exercisable.

9.7.2 Section 103 of the Law of Property Act 1925 (restricting the power of sale) does not apply to the Security created by this deed.

9.8 Costs

9.8.1 The Borrower will pay to, or reimburse, the Lender on demand, on a full indemnity basis, all costs

and liabilities incurred by the Lender, in relation to:

9.8.1.1 this deed or the Property; and

9.8.1.2 suing for, or recovering, the Secured Liabilities or any other amounts secured by this agreement.

9.9 Power of attorney

9.9.1 By way of security, the Borrower irrevocably appoints the Lender to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

9.9.1.1 the Borrower is required to execute and do under this deed; or

9.9.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender .

9.9.2 The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 9.9.

9.10 HM Land Registry

9.10.1 Promptly following completion of this deed, the Lender shall apply to HM Land Registry to register this deed against the title to the Property.

9.10.2 The Borrower shall assist with any requisitions raised by HM Land Registry in connection with the Lender's application made pursuant to clause 9.10.2.

9.10.3 Within fourteen (14) days after the Lender receives notification from HM Land Registry that the application made pursuant to clause 9.10.2 has been completed, the Lender shall send to the Borrower up to date Official Copies of Register Entries showing this deed as registered against the title to the Property.

9.10.4 Forthwith after the Secured Liabilities have been paid in full by the Borrower the Lender will:

9.10.4.1 formally discharge this deed including the restriction contained in panel 8 of this deed;

9.10.4.2 make an application to HM Land Registry to remove all entries that relate to this deed including the restriction contained in panel 8 of this deed;

9.10.4.3 ensure that all requisitions raised by HM Land Registry in connection with the applications made by the Lender pursuant to clause 9.10.4.2 are dealt with promptly and properly;

9.10.4.4 take any further steps as may be reasonably necessary to release the Property from the security created by this deed; and

9.10.4.5 Within fourteen (14) days after the Lender receives notification from HM Land Registry that the application made pursuant to clause 9.10.4.2 has been completed, the Lender shall send to the Borrower up to date Official Copies of Register Entries confirming that all entries relating to this deed have been removed.

9.11 Governing Law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.

9.12 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

10 Execution

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

EXECUTED as a DEED by
GEORGE DAWIDOW

In the presence of:

Witness signature

Witness name

Address

EXECUTED as a DEED by
JWAMM Limited
Acting by a director

In the presence of:

Witness signature

Witness name

Address

Rowlinsons Solicitors
Rowlinson House
Clifton Road
Sutton Weaver
WA7 3LF

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.