



**Registration of a Charge**

Company name: **FIRTHFAIR LTD**

Company number: **09085997**

Received for Electronic Filing: **09/09/2014**



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**Details of Charge**

Date of creation: **09/09/2014**

Charge code: **0908 5997 0001**

Persons entitled: **WOODGATE FINANCE LIMITED**

Brief description: **UNITS 36-40 WREXHAM INDUSTRIAL ESTATE ABENBURY WAY  
WREXHAM REGISTERED AT THE LAND REGISTRY UNDER TITLE  
NUMBER WA669396**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVID HAFFNER**



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

Company number: 9085997

Charge code: 0908 5997 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th September 2014 and created by FIRTHFAIR LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2014 .

Given at Companies House, Cardiff on 10th September 2014

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

**THIS LEGAL CHARGE** is made the 9 day of September 2014

**BETWEEN**

- (A) **Firthfair Limited** (company registration number 09085997) whose registered office is at Suite 9 Enterprise House, 3 Middleton Road, Manchester M8 5DT (“the Mortgagor” which expression shall where the context so admits include the person for the time being entitled to redeem this security) and
- (B) **Woodgate Finance Limited** (company registration number 6660098) whose registered office is at 134 Percival Road, Enfield, Middlesex, United Kingdom EN1 1QU (“the Lender”) which expression shall where the context so admits include its successors in title and assigns)

**NOW THIS DEED WITNESSETH** as follows:

**1 Definitions and Interpretation**

- 1.1 In this Legal Charge unless there is something in the subject or context inconsistent with the following definitions:

“the Act”	means the Law of Property Act 1925.
“the Mortgaged Property”	means the property referred to in the schedule below and all fixtures and fittings in or about the same and all and every interest in it or in the proceeds of sale of it which the Mortgagor may charge at law or in equity.
“Planning Acts”	means all statutes and statutory instruments from time to time in force relating to Town and Country Planning.
“Receiver”	A receiver appointed by the Lender pursuant to this Legal Charge.
“Secured Sums”	means all money and liabilities which shall for the time being be due owing or incurred to the Lender by the Mortgagor, whether actually or contingently and whether solely or jointly with any other person, the payment of which is the subject of covenants, undertakings and agreements contained in this Legal Charge as well after as before any demand made or judgment obtained.

1.2 In this Legal Charge (unless otherwise provided):

1.2.1 if two or more persons are included in the expression "the Mortgagor" then:

1.2.1.1 their obligation hereunder shall be joint and several; and

1.2.1.2 each of them shall be primarily liable (and not merely a surety) for the indebtedness to the Lender of the other or others of them.

1.2.2 references to clauses and schedules are to be construed as referred to the clauses of and schedules to this Legal Charge

1.2.3 headings are for ease of reference only

1.2.4 words importing the singular shall include the plural and vice versa

1.2.5 references to a personal shall be construed as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency thereof; and

1.2.6 references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

**2 Covenant to Pay**

2.1 The Mortgagor covenants with the Lender that the Mortgagor shall on demand by the Lender pay or discharge to the Lender:

2.1.1 the Secured Sums; and

2.1.2 all costs and expenses properly and reasonably incurred by the Lender and/or any Receiver.

**3 Charge**

The Mortgagor with full title guarantee charges by way of legal mortgage the Mortgaged Property as a continuing security to the Lender with the payment of all money covenanted to be paid by the Mortgagor under this Legal Charge.

**4 Covenants by Mortgagor**

The Mortgagor covenants with the Lender that the Mortgagor shall:

**4.1 Repair**

Keep the Mortgaged Property in a good state of repair and condition and renew and replace the fixtures and fittings about the Mortgaged Property when they become obsolete worn out or destroyed and not to demolish, pull down or remove any building or erection thereon without the prior written consent of the Lender

#### 4.2 **Payment of outgoings**

Pay all rents rates taxes levies assessments impositions and outgoings whatsoever whether governmental municipal or otherwise which may be imposed upon or payable in respect of the Mortgaged Property as and when the same shall become payable and on demand to produce the receipt for such payments

#### 4.3 **Lender's right of inspection**

Permit the Lender to enter upon all buildings or structures forming part of the Mortgaged Property (without prejudice to the powers conferred by this Legal Charge and without becoming a mortgagee in possession) for any reasonable purpose and to view the state of the same

#### 4.4 **Not to alter buildings etc**

Not without the previous consent in writing of the Lender nor otherwise than in accordance with plans elevations and specifications previously submitted to and specifically approved by the Lender in writing make any alterations to any buildings erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Mortgaged Property or put up or erect any new buildings or carry out any development of the Mortgaged Property or any part thereof within the meaning of the Planning Acts without the relevant or necessary planning permissions prescribed by the Planning Acts and the prior written consent of the Lender having first been obtained

#### 4.5 **Insurance**

Insure and keep insured in the joint names of the Mortgagor and the Lender such of the Mortgaged Property as is of an insurable nature against loss or damage to their full insurable value in manner approved by the Lender and if so required deposit with the Lender every such policy of insurance and the receipt for the latest premium payable under such policy and it is hereby agreed and declared that if the Mortgagor fails to insure the Mortgaged Property, the Lender may do so at the expense of the Mortgagor without thereby becoming mortgagee in possession which expense shall be secured hereby.

#### 4.6 **Proceeds from insurance claims**

Procure that all money payable under any insurance in respect of loss or damage to the Mortgaged Property whether effected or maintained pursuant to the covenants contained in this Legal Charge or otherwise shall be paid to the Lender or if the same shall be paid to the Mortgagor hold all money received on trust for the Lender to be applied in making good the loss or damage in respect of which the money is received or if the Lender shall so require in or towards the discharge or reduction of the Secured Sums.

#### 4.7 **To observe terms of conveyance etc**

Observe and perform the terms of all conveyances grants assignments contracts agreements and other deeds and documents from time to time affecting the Mortgaged Property and binding upon the Mortgagor and all other obligations and/or restrictions of whatever kind affecting the Mortgaged Property

**4.8 To observe Acts of Parliament**

Observe any and every enactment (which expression in this clause includes as well any and every Act of Parliament already or subsequently to be passed) relating to or affecting the Mortgaged Property or any development or the use of the Mortgaged Property for any purpose or the employment of persons in the Mortgaged Property and execute all works and provide and maintain all arrangements which by any authorised person authority or body are or may be recommended directed or required to be executed provided or maintained at any time

**4.9 Not to create other mortgages etc**

Not create or permit to subsist any mortgage pledge charge incumbrance lien or other security interest in the Mortgaged Property other than this security and the existing security and the Prior Mortgage without the prior written consent of the Lender

**4.10 Not to sell etc. Mortgaged Property**

Not sell or dispose of the Mortgaged Property or any estate or interest in it nor share or part with possession or occupation of it nor declare a trust thereof without the prior written consent of the Lender

**4.11 To perfect security**

Execute and do all such assurances and things as the Lender may require for perfecting this security or preserving the Mortgaged Property or for facilitating the realisation of the Mortgaged Property in such manner as the Lender may think fit and shall direct and for exercising all powers authorities and discretions conferred by this Legal Charge or by law on the Lender or any Receiver

**4.12 To pay all costs etc**

Pay on demand on the footing for a full indemnity by the Mortgagor from and against the same all costs charges and expenses (whether in the nature of income or capital) incurred by the Lender or Receiver in or in connection with the exercise of any powers conferred by this Legal Charge or by statute or which they or either of them shall incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Mortgaged Property and the remuneration of any Receiver

**4.13 To observe covenants and comply with notices**

4.13.1 Observe and perform all covenants conditions agreements or obligations on its part to be observed and performed contained in any lease under which the Mortgaged Property is held by the Mortgagor and enforce observance and performance of the landlord's covenants in any such lease

4.13.2 If the Mortgagor shall receive any notice served under Section 146 of the Act or any proceedings shall be commenced for forfeiture of any such lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of such lease give immediate notice in writing to the Lender

and at the request of the Lender at the expense of the Mortgagor to take such steps as the Lender may properly and reasonably require.

**4.14 Not to vary**

Not to vary, alter or amend the terms of any lease, licence or other deed or document of whatsoever sort which affects the Mortgaged Property without the prior written consent of the Lender.

**5 Statutory Powers**

5.1 The statutory powers conferred upon the Lender as varied and extended by this Legal Charge and all other powers conferred in this Legal Charge shall in favour of any purchaser (as defined in section 205 of the Act) or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this Legal Charge.

5.2 The Mortgagor shall not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of the Lender previously obtained but the Lender shall be entitled to grant or accept surrenders of leases without restriction if the power of sale shall have become exercisable.

5.3 The restriction on the right of consolidating mortgage securities which is contained in section 93 of the Act shall not apply to this security.

**6 Enforcement of Security**

6.1 Section 103 of the Act shall not apply to this security and failing payment of the Secured Sums as and when they become due or other breach of the covenants and conditions on the Mortgagor's part contained in this Legal Charge this security shall become enforceable and the powers conferred upon the Lender by the Act and this Legal Charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Mortgaged Property.

6.2 At any time after this security has become enforceable or if at any time the Mortgaged Property appears to the Lender to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy the Lender may and without notice to the Mortgagor appoint any person (whether an officer of the Lender or not) to be a Receiver of the Mortgaged Property or any part of it and may in like manner remove any such Receiver whether or not appointing another in his/her place and may at the time of appointment or at any time subsequently fix the remuneration of any Receiver.

6.3 None of the restrictions imposed by the Act in relation to the appointment of Receivers or as the giving of notice or otherwise shall apply.

6.4 Any Receiver so appointed shall in addition to the powers conferred by the Act have power at his/her discretion to such extent and upon such terms and conditions as he may in his/her absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned:

6.4.1 to take possession or collect and get in the Mortgaged Property or any part of it

- 6.4.2 to repair insure protect improve enlarge develop build or reconstruct or replace the Mortgage Property or any part of it or to acquire by purchase lease or otherwise any further property assets or rights
- 6.4.3 to dispose or concur in disposing or to let or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the whole or any part of the Mortgaged Property and in particular (but without prejudice to the generality of the above) to carry such disposal letting or surrender into effect by conveying transferring leasing letting surrendering or accepting surrenders in the name or on behalf of the Mortgagor or otherwise
- 6.4.4 to exercise all the powers conferred on the Mortgagor by any statute deed or contract in respect of any part of the Mortgaged Property
- 6.4.5 to make any arrangement or compromise in respect of the rights of the Mortgagor
- 6.4.6 to appoint employ or dismiss managers officers contractors or agents
- 6.4.7 to raise or borrow money upon the security of the Mortgaged Property from the Lender or otherwise
- 6.4.8 to retain his/her remuneration and all costs charges and expenses incurred by him/her out of any money received by him/her
- 6.4.9 to all such other acts and things as he/she may consider incidental or conducive to the exercise of any of the above powers
- 6.4.10 to do anything in relation to the Mortgaged Property as he/she could do if he/she were absolutely entitled to them.

Such Receiver shall in the exercise of his/her powers conform to any regulation and directions made by the Lender and shall not be responsible nor shall the Lender be responsible for any loss occasioned as a result. A Receiver appointed under this security shall be deemed to be the agent of the Mortgagor and the Mortgagor shall alone be responsible for his/her acts and default and shall alone be responsible for his/her remuneration.

- 6.5 At any time after this security has become enforceable and notwithstanding the appointment of any Receiver under it the Lender may at its discretion and without being responsible for any loss or damage which may arise in that connection and without any consent by the Mortgagor exercise any power which a Receiver appointed by it could exercise.
- 6.6 Where the Mortgaged Property or any part of it may be sold by the Lender or any Receiver it may be sold either together or in parcels and either by public auction or private contract and either for a lump sum or a sum payable by instalments or a sum on account and a mortgage or charge for the balance and with power upon any sale to make any special or other stipulations as to title or otherwise which the Lender or the Receiver may consider expedient and with power to buy in or rescind or vary any contract for sale and any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in such company or of any other company and may



be for such consideration as the Lender or the Receiver (as the case may be) considers sufficient.

## **7 Money arising on enforcement of security**

7.1 All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this Legal Charge shall be applied in the following order of priority:

7.1.1 In payment or satisfaction of the costs expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this Legal Charge or the Mortgaged Property including the remuneration of any Receiver.

7.1.2 In payment of all principal money premiums or other sums comprised in the Secured Sums any other surplus may be paid to the person so entitled **PROVIDED** that if the Lender shall so determine payments may be made on account of such principal premium or other sums before the interest or the whole of the interest of the Secured Sums has been paid but such alteration in the order of payment of principal premium and other sums and interest shall not prejudice the right of the Lender to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed or any less amount which the sum ultimately realised from the security may be sufficient to pay.

## **8 Power of Attorney**

The Mortgagor irrevocably and by way of security appoints each of them the Lender and any person nominated for the purpose by the Lender in writing under hand severally as attorney of the Mortgagor for the Mortgagor and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed assurance agreement instrument act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this Legal Charge or which may be required or deemed proper in the exercise of any rights or powers under this Legal Charge or otherwise for any of the purposes of this security and the Mortgagor covenants with the Lender to ratify and confirm all acts or things made done or executed by such attorney as specified above.

## **9 Liability of bank or Receiver**

Neither the Lender nor Receiver shall by reason of the Lender or Receiver entering into possession of the Mortgaged Property or any part of it be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

## **10 Persons dealing with Lender or Receiver**

No person dealing with the Lender or Receiver or with its or his/her attorney or agent shall be concerned bound or entitled to inquire or be affected by notice as to whether this security has become enforceable or whether any power exercised or purported to be exercised by it or him/her has become exercisable or as to the propriety regularity or purpose of the exercise of any power under this Legal Charge or whether any money

remains due on the security of this Legal Charge or as the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made and the receipt of the Lender or any Receiver or its or his/her attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

## **11 Continuing Security**

- 11.1 This security shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages charges securities liens remedies or guarantees whatsoever which may now or at any time subsequently be held for or in respect of the Secured Sums.

## **12 Default**

Without prejudice to any other rights and remedies of the Lender and whether or not the Secured Sums have become due if default shall at any time be made by the Mortgagor in the performance of all or any of the covenants contained in this Legal Charge it shall be lawful but not obligatory for the Lender to perform the same or to settle liquidate or compound or contest any claim made against the Mortgagor and to pay all costs expenses and damages occasioned as a result and with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Mortgaged Property without being deemed in any of the above events to be mortgagee in possession by reason of such entry.

## **13 Indulgence**

The Lender may at any time or times without discharging or in any way prejudicing this security or any remedy of the Lender under this Legal Charge grant to the Mortgagor or to any other person time or indulgence or further credit or loans or advances or enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies securities guarantees or rights which it may now or subsequently have from or against the Mortgagor or any other person.

## **14 Demands and notices**

A demand or notice under this Legal Charge shall be made in writing signed by the Lender or an officer of the Lender and may be served on the Mortgagor either personally or by post. A demand or notice by post may be addressed to the Mortgagor at his/her address (or at its registered office in the case of a company) or place of business last known to the Lender and a demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Mortgagor such notice shall be deemed to have been received on the business day next following the day on which it was posted.

**15 Representation and warranty**

The Mortgagor represents and warrants to the Lender that the execution of this Legal Charge and the observance and performance of his/her obligations under this Legal Charge does not contravene any charge mortgage lease loan facility or other agreement.

**16 Governing Law and Jurisdiction**

This Legal Charge shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the English Courts.

**17 Provisions Severable**

Every provision contained in this Legal Charge shall be severable and distinct from every other such provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

**18 Application to the Land Registry**

The Mortgagor hereby applies to the Chief Land Registrar for the registration against the registered title of the Mortgaged Property of the following restriction: "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 Woodgate Finance Limited of 134 Percival Road, Enfield, Middlesex EN1 1QU.

**IN WITNESS** whereof this Deed has been executed by the parties the day and year first before written

**SCHEDULE**

All that property known as Units 36-40 Wrexham Industrial Estate, Abenbury Way, Wrexham registered at the Land Registry under Title Number WA669396

EXECUTED as a Deed by )  
Firthfair Limited )  
in the presence of:

Director



Print Name:

DAVID NEUWIRTH

Witness Name:

**Nissim Hassan**  
6 Moorside Road, Salford  
Manchester, M7 3PJ

Witness Signature:



Witness Address:

Witness Occupation:

(ROBBY MANAGER)