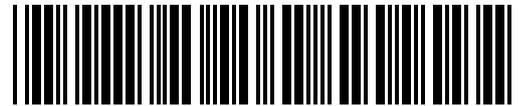




Registration of a Charge

Company Name: **TILSAM PROPERTIES LIMITED**

Company Number: **02025288**



XCFS0GV4

Received for filing in Electronic Format on the: **07/11/2023**

Details of Charge

Date of creation: **06/11/2023**

Charge code: **0202 5288 0028**

Persons entitled: **C6H12 LIMITED**

Brief description: **24 AND 26 WHALLEY ROAD MANCHESTER M16 8AB**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **GUNNERCOOKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2025288

Charge code: 0202 5288 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2023 and created by TILSAM PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2023 .

Given at Companies House, Cardiff on 7th November 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

6th November

2023

TILSAM PROPERTIES LIMITED

and

C6H12 LIMITED

Second Mortgage

53 King Street
Manchester
M2 4LQ

03330 143 401 | gunnercooke.com

TABLE OF CONTENTS

1.	Definitions and interpretation	4
1.1	Definitions	4
1.2	Interpretation.....	4
2.	Profit Share	5
3.	Purpose of Profit Share	5
4.	Repayment and prepayment	5
4.1	Repayment.....	5
4.2	Prepayment.....	5
5.	Interest.....	5
5.1	Rate of interest	5
5.2	Payment dates	5
5.3	Default interest	6
6.	Grant of security	6
7.	Perfection of security.....	6
8.	Representations.....	6
9.	Covenants.....	7
9.1	Negative pledge and disposal restrictions	7
9.2	Preservation of Property.....	7
9.3	Repair and maintenance.....	7
9.4	No alterations.....	7
9.5	Insurance.....	7
9.6	Insurance premiums	8
9.7	No invalidation of insurance	8
9.8	Leases and licences affecting the Property.....	8
9.9	Payment of rent and outgoings	8
10.	Enforcement of security.....	8
10.1	When security becomes enforceable	8
10.2	When statutory powers arise.....	9
11.	Costs.....	9
12.	Release	9
13.	Assignment and transfer.....	9
14.	Events of Default.....	9
14.1	Non-payment	9
14.2	Non-compliance	10
14.3	Misrepresentation	10
14.4	Bankruptcy	10
15.	Notices	10
15.1	Notices in writing	10

15.2	Address for notice.....	10
15.3	Time of receipt of notices.....	10
16.	Governing law.....	10
17.	Jurisdiction.....	11

This deed is dated

6th November

2022.

PARTIES

- (1) Tilsam Properties (Company Number 02025288) whose registered office is at of Alpha House 4 Greek Street Stockport Cheshire SK8 8AB (the Borrower).
- (2) C6H12 Limited (Company Number 10664091) whose registered office is at 72 Priory lane Macclesfield Cheshire SK10 4AF (the Lender).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

Event of Default	any event or circumstance listed in clause 14 of this Agreement.
JVA	The joint venture agreement between the parties hereto a copy of which is annexed hereto.
LPA 1925	the Law of Property Act 1925.
Permitted Security	the Security created by the Borrower in favour of Together Commercial Finance Limited.
Profit Share	the sum or sums due under the JVA from time to time
Property	the freehold or leasehold property (whether registered or unregistered) owned by the Borrower at 24 and 26 Whalley Road Manchester M16 8AB and registered with the Land Registry under title numbers LA36143 and GM129049.
Repayment Date	The date or dates referred to in the JVA being for the avoidance of doubt the dates referred to in numbered paragraph 3 of the JVA which provides as for 40% of the remaining proceeds to be paid to the Lender subsequent to repayment of the sums referred to in paragraphs 1 and 2 of the JVA .
Security	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 a similar effect.

1.2 Interpretation

A reference in this Agreement to a mortgage of, or over, the Property applies to:

- 1.2.1 all buildings and fixtures and fittings that are situated on, or form part of, the Property at any time;
- 1.2.2 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;
- 1.2.3 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
- 1.2.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

2. PROFIT SHARE

The Lender provides the services materials and labour to the Borrower under the terms of the JVA, subject to the terms of this Agreement.

3. PURPOSE OF PROFIT SHARE

The Borrower will utilise the services and materials in relation to the JVA and not for any other purpose.

4. REPAYMENT AND PREPAYMENT

4.1 Repayment

The Borrower covenants to repay to the Lender the Profit Share in full on the respective Repayment Date or, if earlier, following a demand by the Lender at any time after an Event of Default has occurred, together in each case with all accrued interest and other amounts outstanding under this Agreement.

4.2 Prepayment

The Borrower may prepay the Lender the Profit Share in full, or in part, at any time, following notice to the Lender specifying the amount of the prepayment.

5. INTEREST

5.1 Rate of interest

The Borrower will pay interest on the Profit Share from the respective Repayment Date at the rate of 3% a year above the base rate of National Westminster Bank PLC as varied from time to time.

5.2 Payment dates

Interest will accrue daily and will be payable monthly, in arrear, on the last working day of each month and on the Repayment Date.

5.3 Default interest

If the Borrower fails to make any payment due under this Agreement 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 3% above the rate specified in clause 5.1).

6. GRANT OF SECURITY

As a continuing security for the payment and discharge of the Profit Share and all other amounts secured by this Agreement, the Borrower charges the Property, with full title guarantee, to the Lender by way of second legal mortgage.

7. PERFECTION OF SECURITY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against their title to the Property:

"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 [DATE] in favour of [CHARGE] referred to in the charges register [or [their conveyancer OR [SPECIFY APPROPRIATE DETAILS]]]."

8. REPRESENTATIONS

8.1 The Borrower represents and warrants to the Lender on each day until the Profit Share has been unconditionally and irrevocably paid in full that:

- 8.1.1 the Borrower is the sole legal and beneficial owner of the Property and has good and marketable title to the Property;
- 8.1.2 the Property is free from any Security other than the Security created by this Agreement [and any Permitted Security];
- 8.1.3 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;
- 8.1.4 there are no covenants, agreements, reservations, conditions, interests, rights or other matters that materially adversely affect the Property;
- 8.1.5 there is no breach of any law or regulation that materially adversely affects the Property;
- 8.1.6 no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use;
- 8.1.7 nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property; and
- 8.1.8 no Security expressed to be created under this Agreement is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

9. COVENANTS

9.1 Negative pledge and disposal restrictions

The Borrower will not at any time, except with the prior written consent of the Lender:

9.1.1 create or permit any Security on, or in relation to, the Property other than the Security created by this Agreement or any Permitted Security;

9.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or

9.1.3 create or grant any interest in the Property in favour of a third party.

9.2 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 or materially diminish the value of the Property or the effectiveness of the Security created by this Agreement.

9.3 Repair and maintenance

The Borrower will keep the Property and all fixtures and fittings on it in good repair and condition and will keep the Property adequately and properly painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use, with others of a like nature and equal value.

9.4 No alterations

The Borrower:

9.4.1 will not, without the prior written consent of the Lender:

9.4.1.1 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or

9.4.1.2 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 9.3); and

9.4.2 will promptly give notice to the Lender if the Property or fixtures or fittings forming part of the Property are destroyed or damaged.

9.5 Insurance

The Borrower:

9.5.1 will insure and keep insured the Property for its full reinstatement value against fire and any other risks that would be insured against by prudent persons or that the Lender reasonably requires to be insured against from time to time; and

9.5.2 will, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by this clause 9.5.

9.6 Insurance premiums

The Borrower:

9.6.1 will pay promptly all premiums in respect of any insurance policy on the Property and do all other things necessary to keep that policy in full force and effect; and

9.6.2 will (if requested by the Lender) produce to the Lender the receipts for all premiums and other payments necessary for arranging and renewing the insurance policies.

9.7 No invalidation of insurance

The Borrower will not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

9.8 Leases and licences affecting the Property

The Borrower will not, without the prior written consent of the Lender (which must not be unreasonably withheld or delayed):

9.8.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or

9.8.2 in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property.

9.9 Payment of rent and outgoings

The Borrower will:

9.9.1 where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and

9.9.2 pay (or procure payment of), when due, all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

10. ENFORCEMENT OF SECURITY

10.1 When security becomes enforceable

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Agreement) will, as between the Lender and a buyer

from the Lender, arise on and be exercisable at any time after the execution of this Agreement, but the Lender will not exercise the power of sale or other powers until an Event of Default occurs, at which time they will become immediately exercisable.

10.2 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the Security created by this Agreement.

11. COSTS

11.1 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:

11.1.1 this Agreement or the Property; and

11.1.2 suing for, or recovering, the Profit Share or any other amounts secured by this Agreement.

12. RELEASE

Once the Profit Share and all other amounts secured by this Agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Lender will, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the Security created by this Agreement.

13. ASSIGNMENT AND TRANSFER

Neither the Lender nor the Borrower may assign or transfer any of their rights and obligations under this Agreement.

14. EVENTS OF DEFAULT

Each of the events set out in this clause is an Event of Default.

14.1 Non-payment

The Borrower fails to pay any sum payable by it under this Agreement when due, unless its failure to pay is caused solely either by:

14.1.1 an administrative error or technical problem and payment is made within seven days of its due date; or

14.1.2 an event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or that otherwise prevents the Borrower from complying with their obligations under this Agreement.

14.2 Non-compliance

The Borrower fails (other than by a failure to pay) to comply with any clause of this Agreement and, if the Lender acting reasonably considers that the default is capable of remedy, the default is not remedied within 14 days of the earlier of:

14.2.1 the Lender notifying the Borrower of the default and the remedy required; and

14.2.2 the Borrower becoming aware of the default.

14.3 Misrepresentation

Any representation, warranty or statement made by the Borrower in relation to this Agreement is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

14.4 Bankruptcy

Either:

14.4.1 the Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due; or

14.4.2 a petition for a bankruptcy order is presented or a bankruptcy order is made against the Borrower or the Borrower makes an application for a bankruptcy order.

15. NOTICES

15.1 Notices in writing

Any notice given under this Agreement must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.

15.2 Address for notice

Any notice to be given under this Agreement must be given to the relevant party at the relevant address stated at the start of this Agreement or as otherwise specified by the relevant party in writing to the other party.

15.3 Time of receipt of notices

Any notice given under this Agreement will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.

16. GOVERNING LAW

This Agreement 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.

17. 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 Agreement or its subject matter or formation.

This Agreement is executed as a deed and is delivered and takes effect on the date written at the beginning of it.

Executed as a deed by Tilsam Properties



Limited acting by Timothy John Scudamore a

Director in the presence of:-

Witness signature



Witness Name

A. SCUDAMORE

Address

36 HYDEPARK DRIVE
CW7 1LR.

Occupation

Executed as a deed by C6H12 Limited



Limited acting by Jonathan Charles Sym a

Director in the presence of:-

Witness signature



Witness Name

M MORRIS

Address

12 DALE CRESCENT
CONYNGTON
CW123 ER

OCCUPATION JOINER