

MR01

Particulars of a charge

215178/13



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 with
instrument Use form

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

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

THURSDAY



A34 13/11/2014 #150
COMPANIES HOUSE

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

1 Company details

Company number 0 3 2 5 7 3 8 9

Company name in full A J Bell (PP) Trustees Limited

988 For official use

Filing 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 0 7 1 1 2 0 1 4

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 The Co-Operative Bank Plc

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

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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

All legal interest in the leasehold property known as Frontier House, Merchant Quay, Salford M50 3SR registered at the Land Registry under Title Number GM750508

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 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

☒

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

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

MRO1

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 Julian Rogozinski

Company name JMW Solicitors LLP

Address 1 Byrom Place

Spinningfields

Post town Manchester

County/Region Greater Manchester

Postcode M 3 3 H G

Country UK

DX DX 14372 Manchester 1

Telephone 0161 828 8357



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: 3257389

Charge code: 0325 7389 0988

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2014 and created by AJ BELL (PP) TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2014.

Given at Companies House, Cardiff on 19th November 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIRD PARTY LEGAL CHARGE

THIS IS AN IMPORTANT DOCUMENT. SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND YOU ARE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING

THIS DEED OF LEGAL CHARGE made the 7 day of November 2014 BETWEEN -

- (1) AJ BELL (PP) Trustees Limited (CAN. 03257389) of Parkford House, Chester Rd, Manchester M32 0RS and Stephen Ashcroft as Trustees of the Stephen Ashcroft SIPP and AJ Bell (PP) Trustees (the "Chargor"), and Limited and John Richard Berekel as Trustees of the John Richard Berekel SIPP
- (2) THE CO-OPERATIVE BANK plc (the "Bank") whose address for service is Level 2 No 2 Cathedral Square, The Cloth Market, Newcastle Upon Tyne NE1 1EE and Stephen Ashcroft trading as frontier properties

WITNESSES as follows -

1 INTERPRETATION

1.1 In this Charge -

"the bank" includes its successors in title and assigns and any company with which it may amalgamate to the intent that this Charge shall constitute a continuing security in favour of such new company as if it had been expressly named in this Charge instead of The Co-operative Bank plc.

"Business Day" means a day (not being a Saturday or Sunday) on which clearing banks are open for general banking business in the City of London

"the Chargor" includes the successors in title and assigns of the Chargor,

"this Charge" shall mean this deed of Legal Charge as from time to time varied or supplemented in accordance with Clause 6.5 or as agreed between the parties whether by deed or otherwise,

"the Customer" means the person or body referred to in the First Schedule and includes the successors in title and assigns of the Customer,

"the Customer's indebtedness" means all or any monies obligations and liabilities which shall for the time being (and whether on or at any time after demand) be due owing or incurred in whatsoever manner to the Bank by the Customer whether actually or contingently and whether solely or jointly with any other person, and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and including interest discount, commission or other lawful charges and expenses which the Bank may, in the course of its business, charge in respect of any of those matters or for keeping the Customer's account(s) (and also including the cost, charges and expenses referred to in Clause 10) and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained or the insolvency of the Customer

"the Equipment" means all unfixed plant and machinery and other chattels and equipment now or in the future in, on or about the Property and includes any part or parts thereof,

"Licence or Certificate" means (a) the premises licence(s), personal licence(s) and/or club premises certificate(s) relating to the Property and/or its management or operation under the Licensing Act 2003 and the Justices Licence or Registration Certificate (if any) relating to the Property prior to conversion under the Licensing Act 2003 and repeal of the Licensing Act 1964 and (b) other licences or certificates (if any) necessary or desirable to carry on at or from the Property the business or undertaking of the Chargor,

"Licensing Acts" means all legislation relating to the licensing of alcohol, public entertainment or late hours opening including the Licensing Act 2003

"the LPA 1925" means the Law of Property Act 1925,

"the Other Charged Assets" means the assets (if any) other than the Property charged by this Charge

"person" shall have the meaning given to it by the Interpretation Act 1978, and includes an association or partnership (whether or not having a separate legal personality) and "body" shall have the same meaning as that given to "body of persons" by the Income and Corporation Taxes Act 1988

"Planning Acts" means any legislation directions notices and bye-laws from time to time in force relating to town and country planning building and construction,

"the Property" means the property referred to in the Second Schedule and shall include all additions thereto and all fixtures and all fittings in the nature of fixtures and all fixed plant and machinery (not being chattels within the meaning of the Bills of Sale Acts) now or in the future in or about the Property, and includes any part or parts thereof,

"Receiver" means any one or more persons who is or are appointed by the Bank to be a receiver, manager, or receiver and manager of all or any part of the Property and includes any person who is substituted by the Bank in writing for such person, and

"Rental Sums" all rents, profits income fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Chargor except any sums payable in respect of services or insurance provided by the Chargor in relation to such Property

1.2 Where the "Chargor" and/or the "Customer" includes two or more persons or bodies -

1.2.1 the liabilities of such persons or bodies shall be joint and several and any event referred to in this Charge shall be deemed to have happened if it happens in relation to any one of those persons or bodies and

1.2.2 all monies, obligations and liabilities due, owing or incurred by the Customer to the Bank shall mean all monies, obligations and liabilities of all, or any one or more of such persons or bodies to the Bank

1.3 Where the "Chargor" are the trustees of an unincorporated association, covenants and obligations entered into by the Chargor are entered into so as to bind the trustees and the members of such association from time to time and the assets of such association, but not so as to make the trustees personally liable beyond the extent to which such assets are (or ought to be) under the control of such trustees or otherwise available to satisfy such covenants

1.4 Where the "Customer" are persons carrying on business in partnership under a firm name, the monies and liabilities hereby secured shall (notwithstanding any change in the composition of the partnership) include the monies and liabilities which shall at any time hereafter be due owing or incurred to the Bank by the person or persons from time to time carrying on the partnership business under that name in succession and the expression "the Customer" shall be interpreted in this way

1.5 The Clause headings are for convenience only, and shall not be taken into account in the construction or interpretation of this Charge

1.6 Reference to any Act or legislation (including any European Community law which is applicable in the United Kingdom) includes reference to that Act or legislation as for the time being amended, replaced or re-enacted, and includes reference to any sub-ordinate legislation order, regulation or direction made under or by virtue of that Act or legislation

1.7 The singular includes the plural and vice versa, and words importing one gender only include all other genders

1.8 Where a restrictive obligation is imposed on the Chargor it shall be deemed to include an obligation on the Chargor not to permit or suffer such restrictive obligation to be done by any other person or body

2 CHARGING CLAUSE

2.1 The Chargor (to the full extent of the Chargor's interest in the Property or its proceeds of sale) with Full Title Guarantee charges to the Bank by way of legal mortgage all legal interests (and otherwise by way of specific equitable charge) the Property as a continuing security for the payment or discharge on demand of the Customer's Indebtedness

2.2 Where the Chargor is a company (which includes a society registered under any of the Industrial and Provident Societies Acts), it further charges and covenants in accordance with the terms of the Third Schedule

2.3 Where a business or undertaking is carried on at or from the Property the Chargor (to the full extent of the Chargor's interest) with Full Title Guarantee assigns unto the Bank (as a continuing security for the payment or discharge of the Customer's Indebtedness) (i) the goodwill of the business carried on at or from the Property (ii) the benefit of all Licences or Certificates and (iii) the right to recover and receive any compensation payable in respect of all Licences or Certificates to hold the same unto the Bank absolutely subject to re-assignment on redemption

2.4 The Chargor assigns to the Bank the Rental Sums together with the benefit of all rights and remedies of the Chargor relating to them, subject to re-assignment on redemption

2.5 The Chargor with full title guarantee and as a continuing security for payment and discharge of the Customer's Indebtedness assigns to the Bank all of its rights, title and interest in and to -

2.5.1 the personal agreements and covenants by the tenants, lessees or licensees of the Property and by all guarantors and all security held by the Chargor in respect of the obligations of such tenants lessees or licensees (including, without limiting the generality of the foregoing, all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith),

2.5.2 all agreements now or from time to time entered into or to be entered into for the sale letting or other disposal or realisation of the whole or any part of the Property (including without limiting the generality of the foregoing all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith)

PROVIDED that on payment or discharge of the Customer's Indebtedness the Bank will at the request and cost of the person lawfully requiring the Bank so to do reassign the same and that prior to such payment or discharge upon being requested so to do by the Chargor and upon being provided with a full indemnity for its costs the Bank will either take such steps (including where appropriate the issue of proceedings) as the Chargor may require to enforce the terms of any of the agreements referred to in this sub-clause or, at the option of the Bank, re-assign the relevant agreement or the rights of action accrued thereunder to the Chargor to the extent necessary to enable the Chargor to enforce the same

3 CHARGOR'S COVENANTS

The Chargor covenants with the Bank -

3.1 Repairs and Alterations

3.1.1 To keep the Property (whether fully built or in course of construction) and all other works from time to time forming part of the Property (or procure that the same are kept) in good and substantial repair and condition and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and in default, the Bank or any Receiver may enter and effect all necessary repairs works of reinstatement and other works at the expense of the Chargor and/or the Customer

3.1.2 Not without the Bank's prior written consent to -

- (a) change the use of the Property,
- (b) change the nature of the business (if any) carried on at or from the Property
- (c) do or permit to be done anything which is a "development" within the meaning of the Planning Acts
- (d) make any structural alteration or addition to the Property and
- (e) make any planning application for any of such matters

3.1.3 If at the date of this Charge or during its subsistence the Property is intended to be developed (or is in the course of development), to proceed with and complete such development with all due diligence and to the satisfaction of the Bank and the relevant planning and other authorities and in all respects in accordance with the relevant planning permissions building regulation approvals and any other agreements with the relevant authorities (all of which shall have been previously submitted to and approved by the Bank), and also in accordance with any agreements entered into between the Bank and the Chargor and/or the Customer

3.2 Insurance

3.2.1 To keep the Property and any works in the course of construction thereon insured (on an index linked basis) against loss or damage by fire, aircraft, storm, tempest, flood and damage by or resulting from vehicular impact and such other risks as the Bank shall from time to time require in their full replacement value for the time being in such insurance office or offices as the Bank shall approve and, if so required by the Bank, in the joint names of the Chargor and the Bank and punctually to pay all premiums in respect of such insurance if the Property is leasehold and the property insurance is the obligation of the landlord of the Property then if the Chargor shall procure the due compliance by the landlord with its insurance obligations (and shall use all reasonable endeavours to procure that the landlord notes the interest of the Bank on the relevant policy or policies of insurance) the Chargor shall be deemed to have complied with the Chargor's obligations under this Clause in relation to the Property

3.2.2 To maintain in such insurance office or offices as the Bank shall approve such insurance in respect of employer's and public liability as the Bank shall reasonably require, and punctually to pay all premiums in respect of such insurance

3.2.3 On demand to deliver to the Bank the policy or policies of all such insurances and the receipt for every such payment, and to apply all monies which may be received by virtue of any such policy or policies (and to stand possessed of all monies which may be received by virtue of any policy or policies of insurance relating to the Property not effected or maintained in pursuance of the obligations hereunder upon trust to apply the same) either in making good the loss or damage or in or towards the discharge of the Customer's Indebtedness as shall be required by the Bank (subject however to the provisions of any lease under which the Property is held or of any prior charge)

3.2.4 To notify the Bank in writing as soon as practicable after the happening of any event leading to or likely to lead to a claim upon any policy of insurance relating to the Property whether maintained pursuant to Causes 3.2.1 and 3.2.2 or not.

3.2.5 If the Chargor is in default under Causes 3.2.1 and 3.2.2 the Bank or any Receiver may effect all necessary insurances at the expense of the Chargor and/or the Customer and for that purpose may enter the Property

3.3 Compliance with covenants

3.3.1 To pay all (if any) rents or rent charges and to observe and perform all (if any) covenants and conditions affecting the Property and immediately upon receipt to send a copy of any notice received by the Chargor (including any notice received from any landlord whether immediate or not of the Property) to the Bank and immediately to notify the Bank if there shall be any attempt by any landlord to re-enter the Property

3.3.2 To take such steps (at the cost of the Chargor and/or the Customer) as the Bank or any Receiver shall require in respect of any notice or attempted re-entry referred to in Clause 3.3.1

3.4 Compliance with legislation

3.4.1 To comply with all legislation regulations and bye-laws applicable to the Property or its use or anything on or done on the Property including (but without prejudice to the generality of the foregoing) the Planning Acts, the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Health and Safety at Work etc Act 1974 the Food Safety Act 1990, the Environmental Protection Act 1990 and the Water Resources Act 1991

3.4.2 To carry out all works and maintain all arrangements which any relevant public or statutory authority may require recommend or direct to be carried out or maintained in relation to the Property or anything on or done on the Property

3.4.3 To notify the Bank immediately upon the receipt of any notice, order, complaint or summons (or proposal for the same) from any statutory or other authority relating to the Property or its use or to anything on or done on the Property and to produce a copy of the same to the Bank and at the request of the Bank (but at the cost of the Chargor and/or the Customer) to make or join with the Bank in making such objections to or representations against the same as the Bank shall require

3.4.4 To produce to the Bank a copy of all environmental reports or audits obtained or received by the Chargor in respect of the Property, and on request to produce to the Bank such other documents or information relating to the Property or the development thereof as the Bank shall require

3.4.5 If the Chargor is in breach of any legislation regulations or bye-laws to carry out with all reasonable speed such remedial work as the Bank or any Receiver shall require and in default the Bank or any Receiver may (but shall not be obliged to) enter the Property and carry out such remedial work at the expense of the Chargor and/or the Customer but the Bank shall not be liable to account to the Chargor and/or the Customer as a mortgagee in possession

3.5 Right of Entry

To permit any authorised representative of the Bank or any Receiver to enter the Property for any reasonable purpose (including checking whether or not the Chargor is in breach of any legislation, regulations or bye-laws applicable to the Property or its use or anything on or done on the Property and carrying out at the expense of the Chargor and/or the Customer environmental reports or audits) and to inspect the state of the same and to provide to the Bank or any Receiver such information in relation to the Property as it or he shall reasonably request.

3.6 General

3.6.1 To notify the Bank immediately if any steps (including the making of any application or the giving of any notice) are taken by any person (including the Chargor or the Customer) in relation to -

- (a) the administration receivership winding up or dissolution of the Chargor or the Customer or
- (b) any moratorium affecting the Chargor or the Customer

3.6.2 To ensure that no person other than itself is registered under the Land Registration Act 2002 as proprietor of the Property and not to create or permit to arise any interest which overrides as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002 affecting the Property

3.6.3 Whether or not title to the Property is registered under the Land Registration Act 2002 if any caution against first registration or any notice (agreed or unilateral) is registered against the title of all or any part of the Property, to give to the Bank full particulars of the circumstances relating to such registration and if such caution or notice shall have been registered in order to protect an actual or purported interest the creation of which is contrary to the obligations of the Chargor under this Charge immediately at the Chargor's expense (or the Customer's expense) to take such steps as the Bank requires to ensure that the caution or notice is withdrawn or cancelled

3.7 Restriction

3.7.1 Not without the Bank's prior written consent to -

- (a) grant or accept (or contract to do so) a surrender of any lease, licence to occupy or franchise relating to the Property or agree any variation of the terms of any lease or part with or share occupation of the Property

- (b) create or purport to create, any other mortgage, charge or lien on the Property or the Other Charged Assets
- (c) sell or dispose of the Property or any part of it (or contract to do so) or
- (d) sever or dispose of any fixed plant and machinery and other fixtures now or in the future in or about the Property save in the ordinary course of repair or replacement.

38 **Additional Environmental Obligations**

38.1 The Chargor shall not, without the prior written consent of the Bank, do or allow to be done or omit to do on the Property or on the Other Charged Assets anything which might lead either to the Chargor incurring any liabilities or committing any offence under the Environmental Protection Act 1990 or incurring any other liability as a result of the pollution of the Property or the Other Charged Assets or the Property being entered upon any register of land which may have been put to a contaminative use under that Act.

38.2 The Chargor shall send copies to the Bank of any notice received in connection with environmental matters relating to the Property and the Other Charged Assets

39 **Indemnity**

39.1 To indemnify and keep the Bank indemnified from and against all actions, charges claims, costs damages, proceedings and other liabilities whatsoever occasioned by any breach by the Chargor of the Chargor's obligations contained in this Charge

39.2 This indemnity shall remain in full force and effect notwithstanding the payment by the Customer to the Bank of all monies secured by this Charge

310 **Perfection of Security**

To execute and do all such assurances and things as the Bank may require for perfecting this security, or for preserving the Property, or for facilitating the realisation of the same in such manner as the Bank may think fit, and for exercising all powers conferred by this Charge or by law on the Bank or a Receiver

311 **Costs**

To pay the legal fees and disbursements of the Bank properly incurred in connection with the preparation and completion of this Charge and all priority deeds from time to time required by the Bank or other mortgagees, and to pay all other fees and disbursements charged to or incurred by the Bank arising from the creation or existence of this Charge

4 **RIGHTS OF ENFORCEMENT**

4.1 The Customer's Indebtedness shall be deemed to have become due for the purposes of Section 101 of the LPA 1925 and the floating charges (if any) hereby created shall automatically crystallise, immediately upon a demand for payment being made by the Bank.

4.2 In addition to all other protection afforded by statute every purchaser or other party dealing with the Bank or any Receiver shall be entitled to assume without enquiry, that such a demand has been duly made and that the Customer's Indebtedness is outstanding and has become due

4.3 Section 103 of the LPA 1925 shall not apply to this Charge and the Bank may exercise its powers of sale and other powers under that or any other Act at any time after the date of this Charge

4.4 In the event of the exercise of the power of sale the Bank or any Receiver may agree that the purchase price for the Property or for any of the Other Charged Assets is paid by instalments on such terms as it or he shall think fit

4.5 Section 93 of the LPA 1925 (restricting the Bank's right of consolidation) shall not apply to this Charge

5 **APPOINTMENT AND POWERS OF RECEIVER**

5.1 At any time after the Bank shall have demanded payment of the Customer's Indebtedness or if requested by the Chargor and/or the Customer the Bank may appoint by writing any person or persons (whether an employee of the Bank or not) to be a Receiver of the Property and of the Other Charged Assets (and so that where more than one Receiver is appointed they may act jointly or severally unless the Bank shall in the appointment specify to the contrary)

5.2 The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place

5.3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults remuneration, costs charges and expenses) and shall have and be entitled to exercise (notwithstanding the insolvency of the Chargor and/or the Customer) all powers conferred on a Receiver by law and, in particular, by way of addition to but without hereby limiting any general powers referred to in this Charge (and without prejudice to the Bank's powers), the Receiver shall have power in the name of the Chargor or otherwise to do the following things namely -

5.3.1 to take possession of collect and get in the Property and the Other Charged Assets and generally to manage the Property the Other Charged Assets and the business (if any) of the Chargor carried on at or from the Property and for that purpose to take any proceedings as he shall think fit

5.3.2 to commence and/or complete any building operations or other development on the Property and to apply for and obtain any planning permissions building regulation approvals and other permissions consents or licences in each case as he may in his absolute discretion think fit,

5.3.3 to purchase or acquire any land and to purchase acquire or grant any interest in or right over land

5.3.4 to borrow money from the Bank or others on the security of the Property and/or the Other Charged Assets or otherwise,

5.3.5 to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit

5.3.6 if the Property is leasehold to vary the terms of or surrender or otherwise determine any lease, to negotiate and agree any rent reviews and/or to take a new lease thereof and generally on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require,

5.3.7 to sell (and so that any such sale may be made for cash payable by instalments) let or lease or licence (or concur in selling letting or leasing or licensing) accept surrenders of leases or tenancies or licences of or grant options over the Property in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as he in his absolute discretion shall think fit,

5.3.8 to sever and remove any fixed plant and equipment and other fixtures and the right, pending any sale or other disposal to use (at no cost to the Receiver and without any liability to the Chargor and/or the Customer in connection with the use thereof) the Equipment;

5.3.9 to purchase materials tools equipment, goods or supplies,

5.3.10 to make any arrangement or compromise which the Bank or he shall think fit,

5.3.11 to make and effect all repairs improvements and insurances as he shall think fit,

5.3.12 to take all necessary steps to preserve and renew every Licence and Certificate

5.3.13 to appoint solicitors accountants, managers, officers contractors and agents for all or any of the purposes set out in this Clause 5 upon such terms as to remuneration or otherwise as he may determine and

5.3.14 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do

5.4 The Chargor irrevocably appoints the Bank and any nominee of the Bank (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver and any nominee of the Receiver severally to be the Attorney and/or Attorneys of the Chargor (with full power of substitution and delegation) and in the Chargor's name and on his behalf and as his act and deed or otherwise to sign seal, deliver and otherwise perfect and do any deed, assurance agreement instrument or act which may be required by the Bank or any Receiver for the purposes of this Charge or the exercise of any of the powers granted hereby The Chargor will ratify or confirm any deeds, instruments acts and things which the Bank or any such Receiver (or their respective nominees) may lawfully sign or execute or do

5.5 All powers of the Receiver may be exercised by the Bank, whether as attorney of the Chargor or otherwise and whether or not a Receiver shall have been appointed

5.6 The Chargor shall do all such acts and things and shall execute all such assurances and instruments as the Receiver shall reasonably require in the exercise of any of the powers conferred on the Receiver

6 **SET-OFF AND REMEDIES GENERALLY**

6.1 Any monies from time to time standing to the Customer's credit on any account with the Bank may be retained by the Bank as cover for and may (at any time and without notice to the Customer) be applied by the Bank in or towards payment or discharge of the Customer's Indebtedness

6.2 No time indulgence or forbearance which the Bank might give or show to the Chargor and/or the Customer or to any other person or otherwise shall in any way affect the Bank's rights and remedies under this Charge or otherwise

6.3 No single or partial exercise of any right or remedy shall prevent any further exercise of them or the exercise of any other right or remedy The Bank's rights and remedies under this Charge are not exclusive of any other rights or remedies provided by law

- 64 This Charge shall be in addition to and shall not merge with or otherwise prejudice or affect, any other right remedy guarantee indemnity security or arrangement between the Bank and the Chargor and/or the Customer, and it may be enforced notwithstanding the same and, in particular, irrespective of the validity or enforceability of the same
- 65 Each of the provisions of this Charge is severable and distinct from the others, and if at any time any one or more provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Charge shall not in any way be affected or impaired In addition, the Bank may by giving notice in writing to the Chargor and the Customer amend any such provision (but not so as to impose any more onerous obligation on the Chargor and the Customer) with a view to making such provision (as amended) legal valid and enforceable
- 66 The Bank may from time to time waive or authorise on such terms and conditions (if any) as it shall deem expedient any breach or proposed breach by the Chargor and/or the Customer of the Chargor's and/or the Customer's obligations and conditions contained in this Charge without prejudice to the Bank's rights and remedies in respect of any subsequent breach
- 67 All monies received by the Bank from or on account of the Customer may be applied by the Bank either in whole or in part in reduction of such account or accounts and the interest thereon as the Bank shall think fit.
- 68 The Bank may at any time after the making of a demand for payment (and without notice to the Chargor or the Customer) combine or consolidate all or any of the then existing accounts between the Bank and the Customer (including accounts in the name of the Customer jointly with another), and may set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of the Customer's Indebtedness

7 CONTINUING SECURITY AND AMOUNT DUE

- 71 Without prejudice to the generality of Clause 2 this Charge shall be a continuing security to the Bank and shall extend to cover the ultimate balance due from the Customer to the Bank notwithstanding that there may have been at any time a balance to the credit of the Customer on any account of the Customer any settlement of account or any other matter or thing
- 72 The charges contained in this Charge are made for securing further advances but the Bank is under no obligation to make any such further advance
- 73 This Charge shall be in addition to and shall not either prejudice or be prejudiced by -
- 731 any other security guarantee remedy or lien held by or available to the Bank,
- 732 any invalidity of such other security or guarantee
- 733 the Bank releasing varying or not enforcing any such other security or guarantee, or
- 734 the Bank giving time for payment or failing to enforce rights
- In each case at any time and from time to time and in respect of any person
- 74 The Bank may without the consent of or notice to the Chargor and without releasing or affecting the security created by this deed do any of the following -
- 741 amend any of the terms and conditions or vary the amount of any of the Customer's Indebtedness,
- 742 allow to the Customer or any other person any time or indulgence
- 743 grant to the Customer or any other person any new or increased facility and increase any rate of interest or charge
- 744 enter into renew vary or end any agreement or arrangement with or liability of the Customer or any other person,
- 745 enforce, renew vary refrain from enforcing or release any present or future security guarantee or indemnity which the Bank holds from the Customer or any other person and
- 746 compound with the Customer or any other person
- 75 This Charge shall not be considered as satisfied or discharged by an intermediate payment, repayment or discharge of the whole or any part of the Customer's Indebtedness
- 76 The amount due to the Bank shall (save in case of manifest error) be conclusively proved by a copy (signed by a manager or officer of the Bank or of any of its branches) of the relevant account in the books of the Bank for the preceding three months, or for such shorter period as may be covered by the account.

8 NOTICE OF CHARGE OR DISPOSAL

- 81 On receiving notice that the Chargor has encumbered or disposed of the Property or any of the Other Charged Assets the Bank shall be entitled to close the Customer's then current account or accounts and to open a new account or accounts with the Customer and (without prejudice to the Bank's right to combine accounts) no monies paid in or carried to the Customer's credit in any such new account(s) shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on such closed account(s)
- 82 If the Bank does not open such new account or accounts it shall nevertheless be treated as if it had done so at the time when it received such notice
- 83 As from that time, all payments made by the Customer to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Customer to the Bank at the time when it received such notice

9 COSTS AND OTHER EXPENSES

- 91 All costs, charges and expenses incurred hereunder by the Bank or any Receiver and all other monies paid by the Bank or any Receiver in connection with this Charge or the Property or any of the Other Charged Assets shall be recoverable from the Chargor and/or the Customer as a debt and may be debited to any account of the Customer and shall bear interest accordingly and shall be (and are hereby) charged on the Property and the Other Charged Assets
- 92 Without prejudice to the generality of Clause 9 1, the costs recoverable by the Bank hereunder shall include -
- 921 all monies expended or incurred by or charged to the Bank or any Receiver under Clause 5 and
- 922 all costs incurred by or charged to the Bank (on a full indemnity basis) in taking perfecting enforcing or exercising (or attempting to perfect, enforce or exercise) any power under this Charge

10 OTHER PROVISIONS

- It is hereby agreed and declared as follows -
- 101 The Bank may without restriction, grant or accept surrenders of leases licences to occupy or franchises relating to the Property (including the granting of leases at a premium and a peppercorn rent)
- 102 In no circumstances shall the Bank or any Receiver be liable to account to the Chargor and/or the Customer as a mortgagee in possession or otherwise for any monies not actually received by the Bank or be liable for any loss upon realisation or any neglect or default whatsoever in connection therewith
- 103 The Bank and any Receiver may as the agent of the Chargor remove store sell dispose of, use or otherwise deal with the Equipment on such terms as the Bank or any Receiver shall think fit
- 104 If the Chargor is a company (including a society registered under any of the Industrial and Provident Societies Acts) the net proceeds of sale of the Equipment (after deduction of all costs incurred by the Bank or any Receiver of and/or ancillary to such removal, storage sale or disposal) shall be applied in or towards the discharge of the Customer's Indebtedness
- 105 If the Chargor is an individual or individuals the net proceeds of sale of the Equipment (after deduction of all costs incurred by the Bank or any Receiver of and/or ancillary to such removal storage sale or disposal) shall be paid by the Bank or any Receiver to the Chargor as soon as reasonably practicable after demand
- 106 The Bank may transfer the benefit of this Charge to any person provided the rights interests and obligations of the Chargor or Customer under this Charge are not unduly prejudiced by such transfer The total amount of the liabilities of the Customer to the Bank at the time of the transfer shall be treated as principal money already due at that date
- 107 All references to sums payable under this Charge are exclusive of any Value Added Tax charged or payable thereon
- 108 This Charge shall be governed by and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts

11 NOTICES

- 111 In this Clause writing includes facsimile (but not e-mail) and "delivery" includes communication by such means
- 112 A demand for payment or any other demand or notice under this Charge may be made or given by any manager or officer of the Bank by letter addressed to the Chargor and served on the Chargor at an authorised address for the service or by facsimile transmission to such facsimile transmission number (if any) as may from time to time be exhibited on the Chargor's notepaper or otherwise be notified in writing to the Bank and any demand addressed to a deceased Chargor shall for all purposes of this Charge be deemed a sufficient demand by the Bank upon him and his executors or administrators and shall be as effectual as if he were still living

- 113 An authorised address for service shall be the registered office of the Chargor or the existing or last known place of business or abode of the Chargor (or if more than one any one of such places)
- 114 A notice or demand shall be deemed to be duly served on the Chargor -
- 1141 if delivered by hand, at the time of delivery at an authorised address for service
- 1142 if sent by prepaid first class post to an authorised address for service on the second Business Day following the day of posting and shall be effective notwithstanding that it may be misdelivered or returned undelivered,
- 1143 if sent by airmail post, on the fifth Business Day from the date of posting and
- 1144 if given or made by facsimile transmission at the time of a completed transmission
- 115 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such demand or notice was correctly addressed and posted or that the facsimile transmission report confirmed a correct transmission
- 116 A communication received or deemed to have been received in accordance with this Clause 11 on a day which is not a Business Day or after 5pm on any Business Day (according to the local time in the place of receipt) shall be deemed to have been received at 9am on the next Business Day (according to such local time)
- 117 In the event of the Chargor being more than one person or body the due service on any one of them shall be deemed to be service on them all and the person or body on whom the notice or demand is served shall be deemed to have accepted it for himself and as agent for such others
- 118 Any notice to the Bank under this Charge shall be in writing and shall only be deemed to be duly served if it is posted or delivered to the address of the Bank specified on page 1 of this Charge or to such other address as the Bank may from time to time notify to the Chargor in writing for this purpose

12 **CERTIFICATE OF NON-CONTRAVENTION**

The Chargor certifies that this Charge does not contravene any of the provisions of the Chargor's Memorandum and Articles of Association or its Rules or other constitutional documents as the case may be

13 **PREMISES HAVING A LICENCE OR CERTIFICATE**

131 The Chargor undertakes with the Bank to -

1311 obtain and maintain all Licences or Certificates in a form acceptable to the Bank

1312 produce all such Licences or Certificates on demand by the Bank,

1313 not to do or allow anything to be done, which may prejudice the continued existence or renewal of any Licences or Certificates,

1314 without the written consent of the Bank not to surrender, allow the suspension or revocation of any Licence or Certificate and to ensure that no employee or designated premises supervisor surrenders any Licence or Certificate or does anything which results in the suspension or revocation or imposition of conditions on any Licences or Certificates,

1315 notify the Bank immediately of anything (including any summons, notice or objection) likely to affect the continued existence or renewal of all Licences or Certificates or result in the imposition of conditions other than standard conditions attaching to such Licences or Certificates,

1316 insure and keep insured all Licences or Certificates against loss termination, suspension forfeiture cancellation, revocation or non-renewal in the joint names of the Chargor and the Bank in such sum as the Bank shall from time to time in writing require and with such insurance office or offices as the Bank shall approve and punctually to pay all premiums in respect of such insurance, and on demand to deliver to the Bank the policy or policies of all such insurance and the receipt for every such payment, and to apply all money which may be received by virtue of any such policy or policies in or towards the discharge of the Customer's indebtedness and in default, it shall be lawful for (but not obligatory upon) the Bank to effect and maintain such insurance

132 The Chargor hereby irrevocably appoints the Bank and any nominee of the Bank and/or any Receiver and any nominee of his jointly and also severally to be the Attorney of the Chargor (with full power of substitution and delegation) and in the Chargor's name or otherwise and on behalf of the Chargor to make application, convert, vary sign and give notices and other documents, appear before the relevant licensing or other authority give consent and do or concur in all such other acts or things as may be necessary to obtain, renew convert, protect, transfer or safeguard all Licences or Certificates The production of this Charge shall be conclusive evidence of the Chargor's consent to any application in connection therewith, and neither the Chargor or the Customer shall oppose any such application

133 This power is without prejudice to the generality of the power given under Clause 5.4

IN WITNESS whereof this Deed has been executed by the Chargor and is intended to be and is hereby delivered on the date first above written

SCHEDULE 1

The Customer

Trustees of the Stephen Ashcroft SIPP, Trustees of the John Richard Herkel SIPP
and Stephen Ashcroft t/a Frontier Properties

SCHEDULE 2

The Chargor applies to the Chief Land Registrar to enter a restriction on the Register of Title of the Property in the following terms -

'no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charges contained in this Charge or if appropriate signed on such proprietor's behalf by its conveyancer

Unregistered Land

The property known as

and comprised in the following documents -

Date

Document

Parties

N/A

N/A

Registered Land

Title Number(s)

Administrative Area

Class of Title

Property Description

GM750508

Greater Manchester : Salford

Leasehold

Frontier House, Mercha Quay, Salford, M50 3SR

SCHEDULE 3

1 The Chargor (to the full extent of the Chargor's interest therein) with Full Title Guarantee charges by way of floating charge (as a continuing security for the payment or discharge of the Customer's indebtedness) the Equipment.

2 The Chargor covenants with the Bank -

21 not without the previous consent in writing of the Bank to dispose of the Equipment save in the ordinary course of business,

22 to keep all the Equipment in good and substantial repair and condition and to renew or replace the same when necessary,

23 to keep the Equipment insured against loss or damage by fire, theft aircraft, storm tempest, flood and damage by or resulting from vehicular impact and such other risks as the Bank shall from time to time require in their full replacement value for the time being in such insurance office or offices as the Bank shall approve, and punctually to pay all premiums in respect of such insurance

SIGNED for and on behalf of The Co-operative Bank plc

Manager

SIGNED AND DELIVERED as a Deed by
in the presence of D SMITH
Witness Signature D Smith
Address 4 Endsley Avenue,
Worsley, M28 7UR
Occupation PA

STEPHEN ASHCROFT
AS TRUSTEE OF
THE STEPHEN
ASHCROFT
SIPP

Stephen Ashcroft

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect
to ** who informed me that he/she understood the same

Solicitor

SIGNED AND DELIVERED as a Deed by
in the presence of JRSJ
Witness Signature JRSJ
Address 37 ALEXANDRA GARDENS
LONDON N10 3RN
Occupation PA

JOHN RICHARD
FRENKEL AS
TRUSTEE OF
THE JOHN
RICHARD FRENKEL
SIPP

[Signature]

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect
to ** who informed me that he/she understood the same

Solicitor

SIGNED AND DELIVERED as a Deed by
in the presence of Debra Smith
Witness Signature D Smith
Address 4 Endsley Avenue,
Worsley, M28 7UR
Occupation PA

STEPHEN ASHCROFT Stephen Ashcroft

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect
to ** who informed me that he/she understood the same

J. Rogozinski
Julian Rogozinski
Solicitor

SIGNED AND DELIVERED as a Deed by
in the presence of
Witness Signature
Address

}
}

Occupation

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect
to ** who informed me that he/she understood the same

Solicitor

** Insert full Name(s) of Chargor(s)

THE COMMON SEAL of

was hereunto affixed in
Director

pursuant of a Resolution of

the Board of Directors/

committee dated

in the presence of

}
}
}
}
}

OR

SIGNED as a Deed by AS BELL (PP) TRUSTEES
LIMITED acting by -

} Director
} Secretary /

AS TRUSTEES OF THE
STEPHEN ASHCROFT
SIPP and
THE JOHN RICHARD
FRENKEL SIPP

[Signature]

Director/Committee Member

Director/Committee Member

Secretary

Certified to be a true copy
of the original

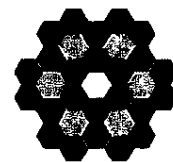
Dated 11.11.14

Signed [Signature]

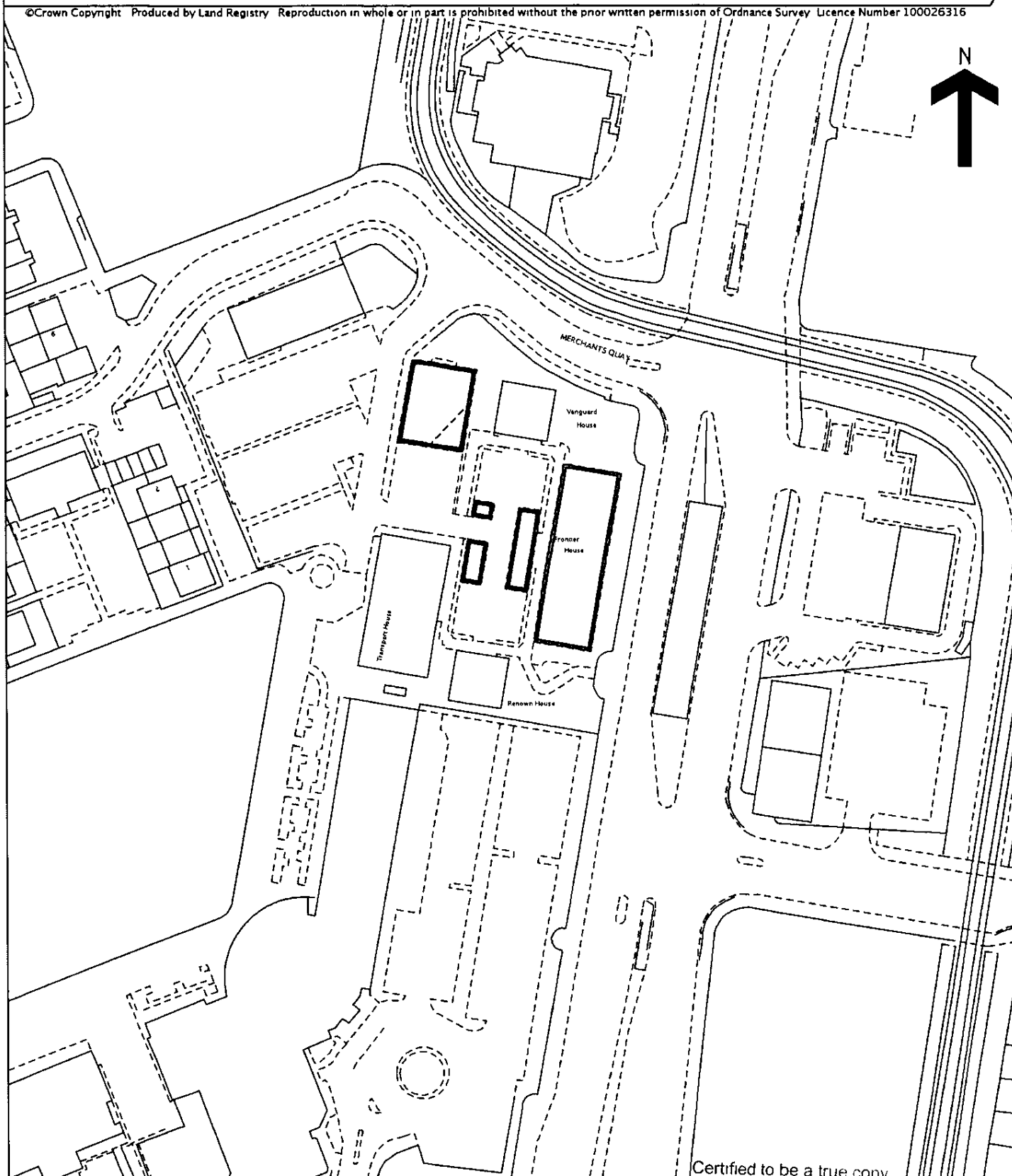
JMW Solicitors LLP
1 Byrom Place
Manchester M3 3HG

Land Registry
Official copy of
title plan

Title number **GM750508**
Ordnance Survey map reference **SJ8196NW**
Scale **1:1250**
Administrative area **Greater Manchester :**
Salford



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Certified to be a true copy
of the original

Dated 11.11.14

Signed [Signature]

JMW Solicitors LLP
1 Byrom Place
Manchester M3 3HG