

MR01

Particulars of a charge



Companies House

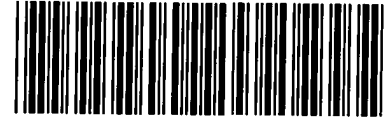


Go online to file this information
www.gov.uk/companieshouse

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the charge
instrument. Use form MR01.



ABHVS128

A17

30/11/2022

#37

COMPANIES HOUSE

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



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

1

Company details

Company number 07143558

Company name in full Wild Training Gyms Limited

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 21/11/2022

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 Corporate Credit Leasing Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

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

Brief description

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.

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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 **Mr Mark Johnson**

Company name **Corporate Credit Leasing Ltd**

Address **Bridge House**

Newbridge Lane

Post town **Stockport**

County/Region **Cheshire**

Postcode

	S	K	1		2	N	A	
--	---	---	---	--	---	---	---	--

Country **United Kingdom**

DX

Telephone **0161 429 6949**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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

Dated 21st November 2022

- (1) Wild Training Gyms Ltd
- (2) Corporate Credit Leasing Limited

Debenture

I CERTIFY THIS IS A TRUE
COPY OF THE ORIGINAL.

SIGNED:

DATED: 21st November 2022

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Date 21ST NOVEMBER 2022

Parties

- (1) **Wild Training Gyms Ltd** a company incorporated and registered in England and Wales (registered number [07143558]) whose registered address is at 15 Treadaway Tech Centre, Treadaway Hill, Hywycombe, Bucks, HP10 9RS (the **Chargor**); and
- (2) **Corporate Credit Leasing Limited** a company incorporated and registered in England and Wales (registered number 5523265) whose registered address is at Bridge House, Newbridge Lane, Stockport, SK1 2NA (the **Chargee**).

It is agreed

1. **Definitions and interpretation**

1.1 In this debenture the following definitions will apply:

Administrator

any person appointed to be an administrator of the Chargor pursuant to paragraph 14 Schedule B1 Insolvency Act;

Business Day

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

Charged Assets

all property and assets from time to time charged by or pursuant to this debenture (and references to the Charged Assets shall include any part of them);

Default Rate

15% per annum;

Delegate

any delegate, agent, attorney or trustee appointed by the Chargee;

Environmental Claim

- (a) any claim, order, notice or other communication received by the Chargor alleging failure to comply with any Environmental Law or alleging liability under it; or
- (b) any indication that any charge is or may be imposed under any Environmental Law on the Charged Assets; or
- (c) any indication given to the Chargor that the Charged Assets are or may be listed in any register of contaminated land or similar register;

Environmental Law

all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health, including the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person, whether civil or criminal, for any damage to or pollution of the environment or its rectification or any related matters;

Environmental Permit

any permit, licence, authorisation, consent or other approval required by any Environmental Law;

Equipment

all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by the

Chargor, including any part of it and all spare parts, replacements, modifications and additions;

Event of Default

- (a) the Chargor fails to pay all or any of the Secured Liabilities following a demand for payment by the Chargee made in accordance with the terms of the Finance Documents;
- (b) any step is taken (including the making of an application or the giving of any notice) by the Chargor or by any other person to wind up or dissolve the Chargor or to appoint an Administrator, liquidator, trustee, manager or receiver, administrative receiver or similar officer of the Chargor or any part of its undertaking or assets;
- (c) the making of a request by the Chargor for the appointment of a Receiver; and/or
- (d) the Chargor breaches any of the provisions of any Finance Document or an event of default (howsoever described) occurs under any Finance Document and, provided such breach or event of default would not result in an Event of Default under paragraph (a) of this definition, such breach is not remedied within 5 Business Days;

Facility Agreement

the facility agreement dated on or about the date of this debenture and made between (1) the Chargor (as borrower) and (2) the Chargee (as lender) pursuant to which the Chargee has agreed to make certain facilities available to the Chargor;

Finance Documents

has the meaning given to that term in the Facility Agreement;

Insurances

any policies of insurance in which the Chargor has an interest from time to time;

Insolvency Act

the Insolvency Act 1986;

LPA

the Law of Property Act 1925;

Party

a party to this debenture;

Permitted Disposal

a disposal that is not prohibited by the terms of any Finance Document of any Charged Asset charged by way of uncrystallised floating charge only for market value in the ordinary course of business;

Permitted Security

has the meaning given to that term in the Facility Agreement;

Property

any freehold and leasehold property that is a Charged Asset;

Receivables:

- (a) all present and future book and other debts, Rental Income, royalties, fees, VAT and monetary claims due or owing to the Chargor and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (b) the benefit of all rights and remedies of any nature relating to any of the foregoing including claims for damages and other remedies for non-payment of the same, all

entitlements to interest, negotiable instruments, guarantees, indemnities, Security, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

(c) all proceeds of any of the foregoing;

Receiver

any receiver, manager or receiver and manager appointed by the Chargee under this debenture;

Related Rights

in relation to any Securities, means all dividends, distributions and other income paid or payable on such Securities (as the case may be), together with (a) all shares or other property derived from such Securities (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to such Securities (whether by way of dividend, distribution, conversion, redemption, bonus, preference, warrant, option to acquire or subscribe or otherwise);

Rental Income

the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property;

Secured Liabilities

all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever or as the equivalent obligor under the laws of any other jurisdiction) of the Chargor to the Chargee under the Finance Documents, including any obligations and liabilities of the Chargor to third parties assigned, novated or otherwise vested in the Chargee together with (i) all interest (including Default Interest), fees, costs, charges and expenses which the Chargee may charge or incur under the Finance Documents; (ii) all obligations and liabilities arising under or in connection with any refinancing, novation, refunding, deferral or extension of any obligations or liabilities under the Finance Documents; and (iii) any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, provided that no obligation or liability shall be included in this definition of Secured Liabilities to the extent that, if it were so included, this debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 678 and 680 of the Companies Act;

Securities

all present and future stocks, shares, loan capital, investments, debentures, bonds, warrants, coupons or other securities (whether or not marketable) held by the Chargor (at law or in equity) together with all Related Rights;

Security

a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement; and

Spot Rate of Exchange

on a particular day, the spot rate of exchange of the Chargee, for the purchase of the relevant currency in the London foreign exchange market with sterling at or about 10.00am (London time) on such day.

1.2

In this debenture, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this debenture;
- 1.2.2 a provision of law includes a reference to that provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that

statutory provision from time to time, in each case whether before or after the date of this debenture;

- 1.2.3 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.4 a "Party", the "Chargor", or the "Chargee" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- 1.2.5 "disposal" includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and "dispose" will be construed accordingly;
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.7 writing shall, subject to clause 26.4, include any mode of reproducing words in a legible and non-transitory form;
- 1.2.8 this debenture or any provision of this debenture or any other agreement, document or instrument is to this debenture, that provision or that agreement, document or instrument as amended, novated, supplemented, extended or restated; and
- 1.2.9 a time of day is a reference to London time.
- 1.3 The schedule forms part of this debenture and has the same effect as if expressly set out in the body of this debenture and shall be interpreted and construed as though it were set out in this debenture.
- 1.4 The contents table and headings in this debenture are for convenience only and do not affect the interpretation or construction of this debenture.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement, the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated into this debenture.
- 2. **Covenant to pay**

The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when they fall due.
- 3. **Default interest**

Any amount which is not paid under this debenture when due shall bear interest (both before and after judgment and payable on demand) from the due date (or, in the case of costs, fees or expenses incurred, from the date they are so incurred) until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate. Any such interest will be calculated on the basis of the actual number of days elapsed and a year of 365 days and will be compounded at quarterly intervals.
- 4. **Fixed charges**

As a continuing security for the payment of the Secured Liabilities, the Chargor with full title guarantee, charges, and agrees to charge, in favour of the Chargee the following assets which are at any time owned by the Chargor or which it is from time to time interested:

 - 4.1 by way of **first legal mortgage** all the freehold and leasehold property (if any) vested in or charged to the Chargor including any property specified in the schedule, together with all buildings and fixtures (including trade fixtures) at any time thereon;

- 4.2 by way of **first fixed charge** all other present and future interests (not being charged by clause 4.1) in any freehold or leasehold property vested in or charged to the Chargor, the buildings and fixtures and fittings (including trade fixtures and fittings) at any time on or attached to such property;
- 4.3 by way of **first fixed charge** all proceeds of sale derived from any Property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to any Property, the benefit of all covenants given in respect of any Property or any such buildings, fixtures or fittings and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 4.4 by way of **first fixed charge** all Equipment, all spare parts, replacements, modifications and additions for or to that Equipment together with the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it;
- 4.5 by way of **first fixed charge** all the Securities;
- 4.6 by way of **first fixed charge** the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets; and
- 4.7 by way of **first fixed charge** all the goodwill and uncalled capital of the Chargor.

5. **Assignment**

As a continuing security for the payment of the Secured Liabilities, the Chargor with full title guarantee, **assigns and agrees to assign** absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Chargee all the rights, title, interest and benefit of the Chargor in and to:

- 5.1 the Insurances (together with all proceeds of such Insurances); and
- 5.2 the Receivables.

6. **Floating charge**

- 6.1 As further continuing security for the payment of the Secured Liabilities, the Chargor charges with full title guarantee in favour of the Chargee by way of **first floating charge** all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively mortgaged or charged pursuant to the provisions of clause 4, including heritable property and all other property and assets in Scotland.
- 6.2 Paragraph 14 of schedule B1 Insolvency Act applies to any floating charge created by or pursuant to this debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act).
- 6.3 The Chargee may, by written notice to the Chargor, convert the floating charge created by this debenture into a fixed charge as regards all or any of the Chargor's assets specified in the notice at any time. The giving by the Chargee of a notice pursuant to this clause in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Chargee to serve similar notices in respect of any other class of assets or of any of the other rights of the Chargee.
- 6.4 The floating charge created by the Chargor under this debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge
 - 6.4.1 if, without the Chargee's prior written consent, the Chargor creates or attempts to create any Security (other than Permitted Security) over all or any Charged Asset;
 - 6.4.2 if any person levies or attempts to levy any distress, execution, attachment or other process against all or any Charged Asset;
 - 6.4.3 if any person presents a petition to wind up the Chargor or applies for an administration order; or
 - 6.4.4 upon the enforcement of this debenture.

7. Negative pledge

The Chargor covenants with the Chargee that, during the continuance of the security created by this debenture, it shall not without the prior written consent of the Chargee create, purport to create or permit to subsist any Security (other than Permitted Security) upon any of the Charged Assets or sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal

8. Covenants

The Chargor covenants with the Chargee that it will:

- 8.1 keep all buildings and erections forming part of the Charged Assets in a good state of repair and keep all Equipment, fixtures, fittings, drains, pipes, sanitary, water and other effects and services to or forming part of the Charged Assets in good working order and condition and ensure that the same is properly serviced in accordance with any relevant warranties or manuals;
- 8.2 duly and punctually pay all rates, rents, taxes, charges and other outgoings due by it in respect of the Charged Assets;
- 8.3 in relation to the Charged Assets, comply with all obligations under any present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or other approvals, licences or consents (including Environmental Laws and Environmental Permits) and, if requested by the Chargee, produce to the Chargee, within 14 days of receipt of the same, every material notice, order or proposal or Environmental Permit given or made in relation to the Charged Assets by any competent authority and either comply with the same or make such objections and representations against the same as the Chargee may require or approve;
- 8.4 observe and perform all covenants and stipulations from time to time affecting any part of the Charged Assets, or the manner of use or the enjoyment of the same and shall not, except with the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting any part of the Charged Assets;
- 8.5 not carry out any development in or upon the Charged Assets or any part of the Charged Assets;
- 8.6 keep all Charged Assets comprehensively insured for their full replacement value in an amount and form and with an insurance company or underwriters acceptable to the Chargee, provided that if the Chargor fails to comply with the terms of this clause, the Chargee may, at the Chargor's expense, effect any insurance and generally do such things and take such action as the Chargee considers necessary or desirable to prevent or remedy any breach of this clause 8.6 or clause 8.7;
- 8.7 procure that the Chargee is named as co-insured under each of the Insurances (other than public liability and third party liability insurances) but without liability on the part of the Chargee for any premium in relation to those Insurances;
- 8.8 hold the proceeds of any Insurances on trust for the Chargee to be applied as the Chargee sees fit;
- 8.9 upon crystallisation of the floating charge granted in accordance with clause 6 not pay or otherwise deal with the monies in any of its bank accounts except in accordance with any written directions the Chargee may give from time to time;
- 8.10 notify the Chargee promptly upon the acquisition by the Chargor of any freehold or leasehold property (or, if in Scotland, heritable property);
- 8.11 permit the Chargee or its designated representatives to have, on reasonable notice, access during normal office hours to its accounts and accounting records and to any books and records relating to the Charged Assets, to inspect and take extracts from and make photocopies of the same and the Chargor shall provide, at its cost and expense, such clerical and other assistance as the Chargee may reasonably request;

- 8.12 permit the Chargee or its designated representatives to have, on reasonable notice, access during normal office hours to any property or Equipment forming part of the Charged Assets to view, inspect examine and photograph it and all records maintained in connection with it;
- 8.13 unless the Chargee otherwise confirms in writing, immediately on entering into this debenture (or, if later, promptly on receipt of the same) deposit with the Chargee all certificates, deeds and documents of title relating to or representing the Charged Assets and all planning consents, building regulation approvals and like documents relating to each Property, together with duly executed transfers or assignments in respect of the Securities with the name of the transferee left blank provided that the Chargee may at any time complete the instruments of transfer in respect of the Securities and register the Securities either in its own name or in the name of any nominee or (following an Event of Default) any transferee selected by it.

9. Receivables

- 9.1 The Chargee appoints the Chargor as agent of the Chargee for the purposes of:
- 9.1.1 administering and collecting all Receivables; and
- 9.1.2 at the Chargor's own expense, taking such enforcement action and legal or other proceedings as may be necessary or as the Chargee may require for collection of Receivables
- in each case for the benefit of the Chargee and in accordance with any directions given by the Chargee from time to time and the Chargor accepts such appointment.
- 9.2 The Chargee may terminate any agency appointment under clause 9.1 at any time.
- 9.3 For as long as the agency in clause 9.1 continues, the Chargor will not hold itself out to third parties as agent of the Chargee other than for the purposes for which it has been appointed.
- 9.4 The Chargor covenants and undertakes:
- 9.4.1 to collect all Receivables in the ordinary course of trading as agent for the Chargee in accordance with any directions given by the Chargee from time to time and not to do or omit to do anything which may delay or prejudice recovery of any Receivable;
- 9.4.2 to procure that all monies which it may receive in respect of the Receivables are paid into such accounts as the Chargee may specify from time to time and pending such payment, hold all such monies so received upon trust for the Chargee.

10. Enforcement of security

- 10.1 The security constituted by this debenture shall become immediately enforceable upon the occurrence of an Event of Default and the Chargee may, in its absolute discretion, enforce all or any part of the security constituted by this debenture in such manner as it sees fit.
- 10.2 The power of sale and other powers conferred by section 101 LPA (as varied or extended by this debenture) shall arise on and be exercisable without further notice at any time after the execution of this debenture, but the Chargee shall not exercise such power of sale or other powers until the security constituted by this debenture has become enforceable under clause 10.1. Sections 93 and 103 LPA do not apply to the security constituted by this debenture.

11. Redemption of prior security

At any time after the security created under this debenture has become enforceable, the Chargee may, at the sole cost of the Chargor (payable to the Chargee on demand) redeem any prior Security over any Charged Asset and/or procure the transfer of that Security to itself and/or settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor. All money paid by the Chargee to such prior mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

12. Appointment and powers of receiver and administrator

- 12.1 At any time after the security constituted by this debenture becomes enforceable, or if so requested by the Chargor by written notice at any time, the Chargee (or any Delegate on its behalf) may:
- 12.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
 - 12.1.2 without further notice appoint any person (or persons) to be an Administrator in respect of the Chargee. Such appointment shall take effect, in accordance with paragraph 19 of Schedule B1 Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied;
 - 12.1.3 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.
- 12.2 At any time after the security constituted by this debenture becomes enforceable the Chargee (or its nominee) may (without consent or authority from the Chargor):
- 12.2.1 exercise in the name of the Chargor any voting rights attached to the Securities and any other powers or rights exercisable by the registered holder or bearer of the Securities; and
 - 12.2.2 ensure that all dividends, distributions, interest and other monies declared, payable, paid or made in respect of the Securities received by or on behalf of the Chargor shall be held on trust for the Chargee (or its nominee) and promptly paid into an account designated by the Chargee or, if received by the Chargee (or its nominee) or any Delegate, may be applied by the Chargee as though they were the proceeds of sale.
- 12.3 The Chargee may, subject to any necessary approval from the court, end the appointment of an Administrator and appoint a replacement for any Administrator whose appointment ends for any reason.
- 12.4 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 12.5 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income from such Charged Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 12.6 If the Chargee enforces this debenture itself pursuant to clause 12.1.3 it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.
- 12.7 An Administrator shall have all the powers given to him under the Insolvency Act.
- 12.8 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 to the Insolvency Act but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:
- 12.8.1 the same powers to do, or to omit to do, in the name of and on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do with such Charged Assets were they not the subject of this debenture and the Chargor were not in insolvency proceedings;
 - 12.8.2 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;
 - 12.8.3 to manage the Charged Assets and the business of the Chargor;
 - 12.8.4 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the

exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

- 12.8.5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargor is concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;
 - 12.8.6 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;
 - 12.8.7 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
 - 12.8.8 to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 LPA;
 - 12.8.9 to take any such proceedings, in the name of the Chargor or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of Rental Income or other monies in arrears at the date of his appointment;
 - 12.8.10 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
 - 12.8.11 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Chargee shall direct;
 - 12.8.12 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm;
 - 12.8.13 to operate any rent review clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease; and
 - 12.8.14 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security constituted by this debenture.
- 12.9 In making any sale or other disposal in the exercise of their respective powers, the Receiver, the Chargee or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, the Chargee or any Delegate shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver, the Chargee or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver, the Chargee and any Delegate.
- 12.10 Any Receiver appointed under this debenture shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.
- 12.11 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Chargee (or failing such agreement to be fixed by the Chargee) without the restrictions contained in section 109 LPA.
- 12.12 Only monies actually paid by a Receiver to the Chargee in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Chargee in satisfaction of the Secured Liabilities.

- 12.13 Neither the Chargee nor any Receiver or Delegate shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.
- 12.14 Neither the Chargee nor any Receiver or Delegate is obliged to take any particular action to collect the Receivables and neither shall be liable to the Chargor for the manner in which it collects or fails to collect any Receivable.
- 12.15 Without prejudice to the generality of clause 12.13, entry into possession of the Charged Assets shall not render the Chargee or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Chargee or any Receiver or Delegate enters into possession of the Charged Assets, it shall be entitled, any time at its discretion, to go out of such possession.
- 12.16 All or any of the powers which are conferred by this debenture on a Receiver may be exercised by the Chargee or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- 12.17 Except to the extent provided by law, none of the powers described in this clause 12 will be affected by an insolvency event in relation to the Chargor.

13. Application of proceeds

All monies received by the Chargee or any Receiver or Delegate appointed under this debenture shall (subject to the rights and claims of any person having Security ranking in priority to the Security constituted by this debenture) be applied in or towards the discharge of the Secured Liabilities in such order as the Chargee may, in its absolute discretion, determine.

14. Protection of third parties

No purchaser from or other person dealing with the Chargee or with any Receiver or Delegate shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or Delegate or the right of the Chargee or any Receiver or Delegate to exercise any of the powers conferred by this debenture in relation to the Charged Assets or any part of the Charged Assets have arisen or become exercisable by the Chargee or by any such Receiver or Delegate, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

15. Clawback

- 15.1 Any release, discharge or settlement between the Chargor and the Chargee shall be deemed conditional upon no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement, the Chargee shall be entitled to recover the value or amount of such Security or payment from the Chargor as if such release, discharge or settlement had not occurred.
- 15.2 If any claim of the kind referred to in clause 15.1 is made against the Chargee under insolvency laws, the Chargee may agree the claim or settle it on any terms it chooses without asking for the Chargor's agreement. If the Chargee does agree or settle the claim, the Chargor will be liable under this debenture as if a court order had been made containing the terms the Chargee has agreed. The Chargor will be responsible for all costs and expenses the Chargee properly incurs defending such a claim.

16. Waiver of rights

- 16.1 The obligations of the Chargor under this debenture will not be affected by:
- 16.1.1 any time, waiver or consent granted to, or composition with the Chargor or any other person;

- 16.1.2 any incapacity or lack of power, authority or legal personality of or change in the members or status of the Chargor or any other person or any defective or excessive exercise of the Chargor's powers or authority;
 - 16.1.3 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Liabilities or any document, guarantee or Security related to the Secured Liabilities including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document, guarantee or Security;
 - 16.1.4 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this debenture or any other document, guarantee or Security held in connection with the Secured Liabilities;
 - 16.1.5 any insolvency, bankruptcy, liquidation, administration, winding-up, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor or any other person; or
 - 16.1.6 any other act, omission or circumstance which but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this debenture.
- 17. Continuing security and Chargee's protections**
- 17.1 This debenture shall remain in full force and effect as a continuing security until the Chargee shall have certified in writing that the Secured Liabilities have been discharged in full and the Chargee may make one or more demands under this debenture.
 - 17.2 This debenture shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security which the Chargee may at any time hold in respect of any of the Secured Liabilities and this debenture may be enforced without the Chargee first having:
 - 17.2.1 recourse to any other right, remedy, guarantee or Security held or available to it;
 - 17.2.2 to take action or obtain judgment in any court against the Chargor or any other person;
 - 17.2.3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Chargor or any other person; or
 - 17.2.4 to make demand, enforce or seek to enforce any claim, right or remedy against the Chargor or any other person.
- 18. Further assurance and power of attorney**
- 18.1 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee or its nominee(s)):
 - 18.1.1 to perfect the Security created or intended to be created under or evidenced by this debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this debenture) or for the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to the Finance Documents or by law;
 - 18.1.2 to confer on the Chargee Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this debenture; and/or
 - 18.1.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of this debenture.
 - 18.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or

maintenance of any Security conferred or intended to be conferred on the Chargee by or pursuant to the Finance Documents.

- 18.3 The Chargor by way of security irrevocably appoints the Chargee and any Receiver or Delegate (in writing under hand signed by an officer of the Chargee or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to:

- 18.3.1 do all things which the Chargor may be required to do under this debenture;
- 18.3.2 sign, execute (using the company seal where appropriate), deliver and otherwise perfect any Security required to be signed or executed pursuant to the terms of this debenture; and
- 18.3.3 sign, execute (using the company seal where appropriate), deliver and complete any deeds, instruments or other documents and [following an Event of Default and for so long as the same is continuing]^[1] to do all acts and things which may be required by the Chargee or any Receiver or Delegate in the exercise of any of their powers under this debenture, or to perfect or vest in the Chargee, any Receiver, any Delegate, its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any Charged Assets.

- 18.4 Each agent and attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney conferred by clause 18.3.

19. Notice of subsequent security – new accounts

- 19.1 If the Chargee receives notice (whether actual or otherwise) of any subsequent Security affecting any part of the Charged Assets and/or the proceeds of sale of the Charged Assets, it may open a new account or accounts for the Chargor in its books.
- 19.2 If the Chargee does not open a new account immediately on receipt of notice under clause 19.1, then (unless the Chargee gives express written notice to the contrary to the Chargor) all payments made by the Chargor to the Chargee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Chargee.

20. Consolidation of accounts and set-off

- 20.1 The Chargee shall be entitled without notice to the Chargor (both before and after demand):
- 20.1.1 to combine or consolidate all or any sums of money now or hereafter standing to the credit of the then existing accounts of the Chargor with the Chargee with the liabilities to the Chargee of the Chargor; and
 - 20.1.2 to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Chargee on any other account or in any other respect.
- 20.2 The liabilities referred to in this clause 20 may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this clause 20 may be denominated in any currency. If the amounts concerned are expressed in a different currency, then the Chargee may exercise all such rights and is authorised to effect any necessary conversions at the Spot Rate of Exchange.
- 20.3 If the relevant obligation or liability is unliquidated or unascertained the Chargee may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

21. Appropriation and suspense account

- 21.1 The Chargee may apply all payments received for the Secured Liabilities to reduce any part of those liabilities as it thinks fit.
- 21.2 All monies received, recovered or realised by the Chargee under this debenture may at the discretion of the Chargee be credited to any suspense account for so long as the Chargee determines (with interest accruing thereon at such rate, if any, as the Chargee may determine

for the account of the Chargor) without the Chargee having any obligation to apply such monies or any part of them in or towards the discharge of any of the Secured Liabilities.

22. Payments and currency

- 22.1 Subject to clause 22.2, all payments to be made by the Chargor in respect of this debenture, shall be made in immediately available funds to the credit of such account as the Chargee may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any taxes.
- 22.2 If the Chargor is compelled by law to withhold or deduct any taxes from any sum payable under this debenture to the Chargee, the sum so payable by the Chargor shall be increased so as to result in the receipt by the Chargee of a net amount equal to the full amount expressed to be payable under this debenture.
- 22.3 Any demand, notification or certificate given by the Chargee specifying amounts due and payable under or in connection with any of the provisions of this debenture shall, in the absence of manifest error, be conclusive and binding on the Chargor.
- 22.4 If a change in any currency of a country occurs, this debenture will, to the extent the Chargee (acting reasonably and after consultation with the Chargor) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.

23. Costs, expenses and indemnities

- 23.1 The Chargor shall reimburse the Chargee, any Receiver, any Delegate and any Administrator in respect of all reasonable expenses, including reasonable legal, valuation, accountancy and consultancy fees (and any value added or similar tax thereon) incurred by the Chargee, any Receiver, any Delegate or any Administrator in connection with:
- 23.1.1 the negotiation, preparation, execution and completion of this debenture, or any of the documents referred to herein; and
- 23.1.2 any actual or proposed amendment, replacement, restatement or extension of, or any waiver or consent under, this debenture.
- 23.2 The Chargor shall reimburse the Chargee, any Receiver, any Delegate and any Administrator for all costs and expenses, including legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement, attempted enforcement or preservation of any of their respective rights under this debenture, or any of the documents referred to herein.
- 23.3 The Chargor will on demand indemnify the Chargee (and every Receiver, Administrator, Delegate and any of its and their officers and employees (each an **Indemnified Party**) in respect of all costs, losses (including consequential losses), actions, claims, expenses, demands or liabilities whether in contract, tort, or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them at any time relating to or arising directly or indirectly out of:
- 23.3.1 the powers contained in this debenture;
- 23.3.2 a claim of any kind made or asserted against any Indemnified Party which would not have arisen if this debenture had not been executed and/or registered;
- 23.3.3 the creation, imposition, recording or registration of any Security over any Charged Asset securing the reimbursement to or recovery by any third party (including without limitation any regulatory authority or government agency) of any costs expenses or other sums incurred in consequence of a breach contravention or violation of any Environmental Law or the release discharge or emission of any harmful or hazardous material and the redemption, removal, vacation or discharge of any such Security;
- 23.3.4 the making of any Environmental Claim against any Indemnified Party or the Chargor in respect of any Charged Asset and/or any business operations or activities thereon;

- 23.3.5 any liability or potential liability upon any Indemnified Party to remedy clean-up or make good any breach contravention or violation of any Environmental Law by the Chargor or any harm actual or potential to the environment caused directly or indirectly by any release emission or discharge of any harmful or hazardous material from in or to the Charged Assets; or
- 23.3.6 a breach by the Chargor of any of its obligations under this debenture;
- unless, in the case of clauses 23.3.1 and 23.3.2, it was caused by the negligence or wilful misconduct of the Indemnified Party.
- 23.4 No Indemnified Party shall in any way be liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets, except to the extent caused by its own negligence or wilful misconduct.
- 23.5 The Chargor shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this debenture or any judgment given in connection therewith.
24. **Assignment and transfer**
- 24.1 The Chargor may not assign, transfer, charge, make the subject of a trust or deal in any other manner with this debenture or any of its rights under this debenture or purport to do any of the same without the prior written consent of the Chargee.
25. **Third party rights**
- 25.1 Subject to clauses 25.2 and 25.3, a person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this debenture. No Party may hold itself out as trustee of any rights under this debenture for the benefit of any third party unless specifically provided for in this debenture. This clause 25.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 25.2 Any person to whom the benefit of any provision of this debenture is assigned in accordance with the terms of this debenture is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this debenture which confers (expressly or impliedly) any benefit on any such person.
- 25.3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this debenture which expressly confers rights on it.
- 25.4 Notwithstanding any other provision of this debenture the Chargee and the Chargor may, by agreement in writing, rescind, terminate or vary any of the provisions in this debenture or waive or settle any right or claim under it in any way without the consent of any third party and, accordingly, section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.
26. **Notices**
- 26.1 Any notice given pursuant to this debenture shall be in writing signed by, or on behalf of, the person issuing the notice and may be delivered by hand, or by prepaid recorded delivery first class post to:
- 26.1.1 in the case of the Chargor, its registered office address for the time being marked for the attention of its directors; and
- 26.1.2 in the case of the Chargee:
- (a) address: Bridge House, Newbridge Lane, Stockport, SK1 2NA
- (b) marked for the attention of its directors,
- or, in relation to any Party, such other address for service in the United Kingdom as that Party may from time to time notify to the other.

- 26.2 In the absence of evidence of earlier receipt and subject to clause 26.3, a notice served in accordance with clause 26.1 shall be deemed to have been received:
- 26.2.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 26.1; and
- 26.2.2 if delivered by prepaid recorded delivery first class post, two Business Days from the date of posting.
- 26.3 If deemed receipt under clause 26.2 occurs on a day which is not a Business Day or after 5.00 pm on a Business Day, the relevant notice shall be deemed to have been received at 9.00 am on the next Business Day.
- 26.4 For the avoidance of doubt, notice given under this debenture shall not be validly served if sent by fax or e-mail.
- 27. General**
- 27.1 No variation to this debenture shall be effective unless made in writing and signed by or on behalf of all the parties to this debenture. A waiver given or consent granted by the Chargee under this debenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.
- 27.2 Each provision of this debenture is severable and distinct from the others. If at any time any provision of this debenture is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this debenture but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this debenture shall not be affected in any way.
- 27.3 If any provision of this debenture is found to be illegal, invalid or unenforceable in accordance with clause 27.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 27.4 The failure or delay in exercising a right or remedy provided by this debenture or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this debenture or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 27.5 The Chargee's rights and remedies contained in this debenture are cumulative and not exclusive of any rights or remedies provided by law.
- 27.6 This debenture may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.
- 28. Governing law and jurisdiction**
- 28.1 This debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 28.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this debenture (including a dispute relating to the existence, validity or termination of this debenture or any non-contractual obligation arising out of or in connection with this debenture) (a **Dispute**).
- 28.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 28.4 Clauses 28.2 and 28.3 are for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

The Chargor has executed this debenture as a deed and delivered it on the date first set out above.

Schedule

Details of property owned by the Borrower Company/Chargor. All the freehold and leasehold property (if any) vested in or charged to the Chargor, together with all buildings and fixtures (including trade fixtures) at any time thereon.

(See clause 4.1)

[illegible]

Executed and delivered as a deed by **Wild Training Gyms Ltd** acting by a director in the presence of:)

Director

Witness Signature

Witness Name

Address

Occupation

JAMIE COWAN
83 CONGLTON RD
MACCLESFIELD
SK11 7UW
BROKER

Executed and delivered as a deed by **Corporate Credit Leasing Limited** acting by a director in the presence of:)

Director

Witness Signature

Witness Name A J DUTTON

Address BRIDGE HOUSE

NEWBRIDGE LANE

STOCKPORT

SK12NA

Occupation ACCOUNTS ASSISTANT.

I CERTIFY THIS IS A
TRUE COPY OF THE ORIGINAL

SIGNED:

DATED: 21st NOVEMBER 2022



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7143558

Charge code: 0714 355 8 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st November 2022 and created by WILD TRAINING GYMS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2022 .

Given at Companies House, Cardiff on 1st December 2022



Companies House



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