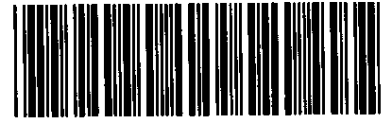


# MR01

## Particulars of a charge



Companies House



\*A6HQ94WI\*

A32

24/10/2017

#155

COMPANIES HOUSE

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

**You can use the WebFil**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

TUESDAY

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

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 1 0 2 2 0 8 9 3

Company name in full DEMETRIOU PROPERTY DEVELOPMENTS 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 1 0 2 0 1 7

### 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 FURNESS QUAY PHASE 2 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.

MRO1

Particulars of a charge

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

UNIT 706 DANFORTH APARTMENTS  
FORTIS QUAY  
SALFORD  
M50 3XN

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 <sup>①</sup>

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.

☐

<sup>①</sup> 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 IAIN TENQUIST DEM011/02

Company name TQ PROPERTY LAWYERS

Address 54 CHURCH STREET

Post town LEIGH

County/Region LANCASHIRE

Postcode W N 7 1 A Z

Country

DX 22508 LEIGH

Telephone 01942 671166



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 10220893

Charge code: 1022 0893 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2017 and created by DEMETRIOU PROPERTY DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2017.

DX

Given at Companies House, Cardiff on 27th October 2017



**Companies House**



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

DATED 10/10/ 2017

DEMETRIOU PROPERTY DEVELOPMENTS LIMITED (1)

and

FURNESS QUAY PHASE 2 LIMITED (2)

LEGAL CHARGE

Relating to Unit 706,  
Danforth Apartments (formerly known as Custom House),  
Fortis Quay, Salford M50 3XN



myerson

Myerson Solicitors LLP  
Grosvenor House  
20 Barrington Road, Altrincham  
Cheshire WA14 1HB

Tel: 0161 941 4000  
Fax: 0161 941 4411  
email: [lawyers@myerson.co.uk](mailto:lawyers@myerson.co.uk)  
[www.myerson.co.uk](http://www.myerson.co.uk)

TO PROPERTY LAWYERS  
54 CHURCH ST  
LEIGH

WN7 2AA

*[Signature]*  
20/10  
We hereby certify that  
this is a true copy of  
the original document

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THIS DEED is dated

10 / 10 /

2017

#### **PARTIES**

- (1) **Demetriou Property Developments Limited** (company registration no: 10220893) whose registered office is at 15 Hearle Way, Hatfield Business Park, Hatfield, United Kingdom AL10 9EW (**BORROWER**).
- (2) **Furness Quay Phase 2 Limited** (company registration number 10300895) whose registered office is at Bank House, Old Market Place, Altrincham, Cheshire WA14 4PA (**LENDER**).

#### **BACKGROUND**

- (A) Immediately prior to entering into this deed, the Lender entered into an agreement to sell the Property to the Borrower (the **Agreement for Sale**). The Lender has agreed, under the Agreement for Sale, that the Borrower may pay part of the consideration for the purchase of the Property by the Borrower on a deferred basis (the **Consideration**).
- (B) The sale of the Property to the Borrower has now completed and the Borrower is the owner of the Property.
- (C) This mortgage provides security which the Borrower has agreed to give the Lender under the Agreement for Sale for the payment of the Consideration.

#### **AGREED TERMS**

##### **1. INTERPRETATION**

- 1.1 The following definitions and rules of interpretation apply in this mortgage.

Definitions:

**Business Day:** a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

**Encumbrance:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**Event of Default:** has the meaning given to that expression in the Agreement for Sale.

**LPA 1925:** the Law of Property Act 1925.

**Property:** the leasehold property (whether registered or unregistered) owned by the Borrower and known as Unit 706, Danforth Apartments, Fortis Quay, Salford M50 3XN.

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Agreement for Sale and this mortgage.

**Security Period:** the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this mortgage and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 A reference to **this mortgage** (or any provision of it) or to any other document referred to in this mortgage is a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties.
- 1.9 A reference to a **person** includes a natural person, corporate or unincorporated body, or any state or any agency of any person.
- 1.10 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).
- 1.11 Clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.
- 1.12 A reference in this mortgage to a charge or mortgage of, or over, the Property includes:



- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
  - (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property; and
  - (c) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.
- 1.13 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement for Sale and of any side letters between any parties in relation to the Agreement for Sale are incorporated into this mortgage.
- 1.14 The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage. Any reference to this mortgage includes the Schedules.
- 2. **COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities.
- 3. **GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal mortgage.
- 4. **PERFECTION OF SECURITY**

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

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Furness Quay Phase 2 Limited referred to in the charges register or their conveyancer".
- 5. **REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Lender in the terms set out in *Schedule 1* on each day during the Security Period.
- 6. **COVENANTS**

The Borrower covenants with the Lender in the terms set out in *Schedule 2*.
- 7. **POWERS OF THE LENDER**
  - 7.1 **Power to remedy**
    - (a) The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any

monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.

- (b) In remedying any breach in accordance with sub-clause (a), the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

## **7.2 Exercise of rights**

The rights of the Lender under clause 7.1 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

## **8. ENFORCEMENT OF SECURITY**

### **8.1 When security becomes enforceable**

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs whereupon it shall become immediately exercisable.

### **8.2 When statutory powers arise**

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

## **9. COSTS**

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

- (a) this mortgage or the Property.
- (b) suing for, or recovering, any of the Secured Liabilities.

including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.

## **10. RELEASE**

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this mortgage.

**11. ASSIGNMENT AND TRANSFER**

**11.1 Assignment by the Lender**

- (a) At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this deed.
- (b) The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Charged Property and this deed that the Lender considers appropriate.

**11.2 Assignment by the Borrower**

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

**12. CONTINUING SECURITY**

**12.1 Continuing security**

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

**12.2 Rights cumulative**

The rights and remedies of the Lender provided under this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.

**12.3 Waivers**

Any waiver of any right or remedy by the Lender under this mortgage or by law is only effective if given in writing and signed by the Lender and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision.

**12.4 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

**12.5 Delay**

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

**13. COUNTERPARTS**

This mortgage may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

**14. NOTICE**

- (a) The provisions as to notices contained in the Agreement for Sale are to apply to notices or other communications under or in connection with this mortgage.
- (b) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**15. GOVERNING LAW**

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

**16. JURISDICTION**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**17. THIRD PARTY RIGHTS**

A person who is not a party to this mortgage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this mortgage.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1      Representations and warranties**

1.      **OWNERSHIP OF PROPERTY**

The Borrower is the legal and beneficial owner of the Property.

2.      **NO ENCUMBRANCES**

The Property is free from any Encumbrances other than the Encumbrance created by this mortgage.

3.      **AVOIDANCE OF SECURITY**

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

4.      **NO PROHIBITIONS OR BREACHES**

The entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets.

## **Schedule 2      Covenants**

### **Part 1. General covenants**

#### **1.      NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

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

- (a)    create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;
- (b)    sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c)    create or grant any interest in the Property in favour of a third party.

#### **2.      PRESERVATION OF PROPERTY**

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

#### **3.      ENFORCEMENT OF RIGHTS**

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may require from time to time.

#### **4.      NOTICE OF BREACHES**

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of:

- (a)    any representation or warranty set out in *Schedule 1*; and
- (b)    any covenant set out in *Schedule 2*.

### **Part 2. Property covenants**

#### **1.      LEASES AND LICENCES AFFECTING THE PROPERTY**

The Borrower shall not, without the prior written consent of the Lender:

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

- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or
- (c) let any person into occupation of or share occupation of the whole or any part of the Property.

**2. NO RESTRICTIVE OBLIGATIONS**

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or knowingly permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

**3. PROPRIETARY RIGHTS**

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

**4. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS**

The Borrower shall, to the extent that it has sufficient control over the Property to do so, observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject.

**5. NOTICES OR CLAIMS RELATING TO THE PROPERTY**

The Borrower shall:

- (b) give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.
- (c) if the Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire.

**6. PAYMENT OF OUTGOINGS**

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

**7. INSPECTION**

The Borrower shall permit the Lender and any person appointed by them to enter on and inspect the Property on reasonable prior notice.

EXECUTED as a Deed by  
**FURNESS QUAY PHASE 2 LIMITED**  
through its duly authorised attorney  
Heather Suzanne Adams  
acting under a Power of Attorney  
dated 10 February 2017  
in the presence of:

.....

Witness to the Signature:

Signature.....

Full Name.....

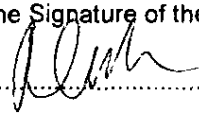
Address: Myerson Solicitors LLP  
Grosvenor House  
20 Barrington Road  
Altrincham  
Cheshire WA14 1HB

Occupation:

Executed as a deed by  
**DEMETRIOU PROPERTY DEVELOPMENTS LIMITED**  
through its duly authorised attorney  
Michelle Peters  
acting under a Power of Attorney  
dated 14 August 2017  
in the presence of:

.....

Witness to the Signature of the Tenant:

Signature .....

Full Name REBECCA MARSH.....

Address 56 CHURCH STREET.....

LEIGH, WNT 1A2.....

Occupation LEGAL ASSISTANT.....