

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 back

☒ **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.

SATURDAY



A17 *A85Q0GX6* 18/05/2019 #310
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 0 0 8 9 2 8 3 2
Company name in full ST MODWEN DEVELOPMENTS LIMITED

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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 ☒ d 1 d 5 m 0 m 5 y 2 y 0 y 1 y 0

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 METROPOLITAN BOROUGH OF BURY

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

Particulars of a charge

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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

Phase 1, Chamberhall, Bury

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

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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 *GHW Schuler UP.* X

This form must be signed by a person with an interest in the 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 **Gareth Williams**

Company name **GHW Solicitors LLP**

Address **19 Bolton Street**

Post town **Ramsbottom**

County/Region **Greater Manchester**

Postcode **B L O 9 H U**

Country

DX

Telephone

**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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 892832

Charge code: 0089 2832 0258

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th May 2019 and created by ST. MODWEN DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2019.

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Given at Companies House, Cardiff on 24th May 2019



Companies House



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

DATED 15 May 2019

ST MODWEN DEVELOPMENTS LIMITED

-and-

THE METROPOLITAN BOROUGH OF BURY

LEGAL CHARGE

relating to

Phase One, Chamberhall Bury

The Council Solicitor
Bury Metropolitan Borough Council
Town Hall
Knowsley Street
Bury
BL9 0SW

WE CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

SIGNED: ghw Solicitors DATE: 17/05/19
ghw Solicitors
19 BOLTON STREET, RAMSBOTTOM BL0 9HU

THIS DEED IS DATED

15 May

2019

MADE BETWEEN:-

- (1) **ST MODWEN DEVELOPMENTS LIMITED** (Company Number 00892832) whose registered office situate at Park Point 17 High Street Longbridge Birmingham B31 2UQ (the "Developer") and
- (2) **THE METROPOLITAN BOROUGH OF BURY** of Town Hall, Knowsley Street, Bury, BL9 0SW (the "Council")

DEFINITIONS

"1925 Act"	the Law of Property Act 1925
"Competent Authority"	any local authority, highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body
"Costs"	<p>all costs, charges, expenses and liability on a full and unlimited indemnity basis incurred by the Council (including without limitation all legal and other professional costs, charges and expenses) in and incidental to and in contemplation of:-</p> <ul style="list-style-type: none">(a) the realisation and enforcement of the security created by this Deed(b) enforcing the obligations owed to the Council under this Deed(c) the collection or recovery of any money owing under this Deed and(d) the taking of legal proceedings in respect of any of the above
"Development Agreement"	The development agreement entered into between (1) the Council and (2) the Developer dated 6 July 2018
"Event of Default"	<p>means a breach of any of the following which the Developer has not remedied in all material respects:-</p> <ul style="list-style-type: none">(a) its obligation to pay Overage to the Council pursuant to the Overage Agreement on the date on which it becomes due under the Overage Agreement(b) its obligations in this Deed after the expiry of notice from the Council allowing a reasonable time in which to remedy such breach
"Expiry Date"	means the date on which the Council (acting reasonably) is satisfied that the Secured Amounts have been irrevocably and unconditionally paid and discharged in full
"Interest"	interest at the rate of 4% above the base rate of Co-operative Bank plc from time to time accruing on a daily basis and compounded quarterly and payable both before and after any demand or judgment

"Overage"	the entitlement of the Council to any overage arising under the Overage Agreement
"Overage Agreement"	means the overage agreement dated 6 July 2018 made between (1) the Council and (2) the Developer
"Plan"	the plan annexed to this Deed
"Property"	Phase 1, Chamberhall, Bury comprised in a lease of 250 years entered into between (1) the Council and (2) the Developer on or around the date of this Deed in respect of the site shown edged red on the Plan
"Receiver"	the receiver appointed in accordance with Clause 6 which expression, where the context so admits, includes the plural and any substituted receiver and manager or receivers and managers and
"Secured Amounts"	all of the following:- <ul style="list-style-type: none"> (a) the Overage; and (b) all other money and liabilities now or at any time hereafter due or owing from the Developer to the Council pursuant to this Deed (including without limitation all Costs)

2. INTERPRETATION

- 2.1 The expressions 'Council' and 'Developer' include their respective successors in title.
- 2.2 Where any party comprises more than one person their obligations under this charge can be enforced against them all jointly or against each of them individually.
- 2.3 Any obligation of a party to do an act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by any person under its control.
- 2.4 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.
- 2.5 Clause headings are for reference only and do not affect the construction of this charge.
- 2.6 Any reference to a clause, paragraph or schedule is to a clause, paragraph or schedule in this charge.
- 2.7 Where the words 'includes', 'including' or 'in particular' are used in this charge they are deemed to have the words 'without limitation' following them.

3. CHARGE

- 3.1 The Developer with full title guarantee charges the Property by way of legal mortgage as a continuing security for the payment or discharge of the Secured Amounts.
- 3.2 Promptly following the Expiry Date, the Council will release the Developer from any liability under this Deed (but without prejudice to the Developer's continuing liability for prior breaches) and duly discharge this security.

3.3 This Deed shall remain in full force and effect as a continuing security unless and until the Council discharges it and shall extend to cover the ultimate balance due from the Developer to the Council.

3.4 The Developer must pay the Council's reasonable professional costs in connection with discharging the security in accordance with this Clause 3.

4. DEVELOPER'S COVENANTS

The Developer covenants with the Council:-

4.1 Secured amounts

4.1.1 To pay and discharge the Secured Amounts as and when they fall due.

4.1.2 To pay Interest on any amount which is not paid under this charge from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full provided that Interest shall not be due under this charge in respect of the same amount and period of time as any interest is due under the Overage Agreement (although it is acknowledged that this charge secures any such Interest due under the Overage Agreement as part of the Secured Amounts).

4.2 Incumbrances

Not to create nor permit any incumbrance or further mortgage or charge upon the Property without the previous written consent of the Council (such consent not to be unreasonably withheld) and this Deed shall have priority over all other mortgages and charges created by the Developer in respect of the Property (whether dated before or after the date of this Deed).

5. DEFAULT

5.1 Section 103 of the 1925 Act does not apply to this Deed and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the 1925 Act (as varied and extended under this Deed) will arise on the happening of an Event of Default.

5.2 The Secured Amounts will become immediately payable upon the happening of an Event of Default and at any time thereafter the Council may, in addition to any other remedies available to it:-

5.2.1 exercise all the statutory powers conferred on mortgagees by the 1925 Act free from the restriction imposed by Section 103 of the 1925 Act; and

5.2.2 appoint a Receiver (subject to the requirements of general law) to be receiver and manager of all or any part of the Property and for the Receiver to exercise the powers set out in Clause 6.

5.3 If the Council takes possession of the Property, or causes a Receiver to be appointed in exercise of its statutory powers, the Council or such Receiver (in addition to his statutory powers) may remove from the Property the Developer or any other persons at or in possession of the Property.

5.4 The Council may not enforce the security constituted by this Legal Charge prior to the Overage being ascertained and due pursuant to the Overage Agreement.

6. RECEIVER

- 6.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or re-construct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
 - 6.8.10 to acquire by purchase, lease or otherwise any further property assets or rights;
 - 6.8.11 to appoint, employ and dismiss managers, officers, contractors and agents;
 - 6.8.12 to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Developer in respect of the Property;
 - 6.8.13 to do (whether in the name of the Developer or otherwise) all such other acts and things as he may consider necessary or desirable for the protection, preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.
- 6.9 All money received by any Receiver must be applied by him:-
- 6.9.1 in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
 - 6.9.2 in payment to the Receiver of such remuneration as may be agreed between him and the Council at, or at any time and from time to time after, his appointment;
 - 6.9.3 in or towards satisfaction of the Secured Amounts
- and the surplus (if any) must be paid to the Developer or other persons entitled to it.
- 6.10 In Clause 6.8, "**Event of Insolvency**" means:-
- the Developer:-
- 6.10.1 goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent company forthwith carried into effect);
 - 6.10.2 is deemed unable to pay its debts as defined in Section 123 of the Insolvency Act 1986;
 - 6.10.3 has a receiver, manager or administrative receiver or provisional liquidator or administrator appointed;
 - 6.10.4 makes or suffers to be made a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or for a compromise or arrangement under Part 26 of the Companies Act 2006 in relation to it;
 - 6.10.5 presents or suffers to be presented an application for an administration order in relation to it; or
 - 6.10.6 is struck off or removed from the Register of Companies.

7. PROTECTION OF THIRD PARTIES

- 7.1 No person dealing with the Council or any Receiver appointed by him is to be concerned, bound or entitled to enquire or be affected by notice as to any of the following matters:-
- 7.1.1 whether or not this security has become enforceable;

- 7.1.2 whether any power exercised or purported to be exercised under this Legal Charge has arisen or become exercisable
- 7.1.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 7.1.4 whether or not any money remains due under the security; or
- 7.1.5 the necessity or expediency of the stipulations and conditions subject to which any disposition is made

and the receipt of the Council or any Receiver for any money will effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

8. VAT

All sums payable under this Deed are exclusive of VAT. Accordingly the Developer will in addition pay any VAT chargeable or payable in respect of the Secured Amounts or otherwise pursuant to this Deed in exchange for a valid VAT invoice addressed to the Developer.

9. MISCELLANEOUS

- 9.1 Section 93 of the 1925 Act (restricting the right of consolidation) does not apply to this Deed.
- 9.2 The Council may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Council under this mortgage grant to the Developer, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Developer or any other person.
- 9.3 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

10. RESTRICTION

In accordance with clause 13.6 of the Development Agreement, the Developer shall within fifteen (15) working days of the date of this Deed apply to register this Deed and a restriction in the following form against the Developer's title to the Property as registered at HM Land Registry:

"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 certificate signed by The Metropolitan Borough of Bury of Town Hall, Knowsley Street, Bury BL9 0SW that the provisions of a Legal Charge dated ~~1st~~ made between (1) The Metropolitan Borough of Bury; (2) St Modwen Developments Limited have been complied with."

15 May 2019

and the Developer agrees to deal properly and promptly with any requisitions raised by HM Land Registry in respect of the same.

IN WITNESS whereof this Deed has been executed as a deed by the parties hereto and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL of

THE METROPOLITAN BOROUGH OF BURY)
was hereunto affixed in the presence of: -)
)

Council Solicitor

EXECUTED as a Deed (but not delivered)
until dated) by ST MODWEN)
DEVELOPMENTS LIMITED acting by [].)
a director, in the presence of:-)



Director

Signature of witness:



Name of witness:

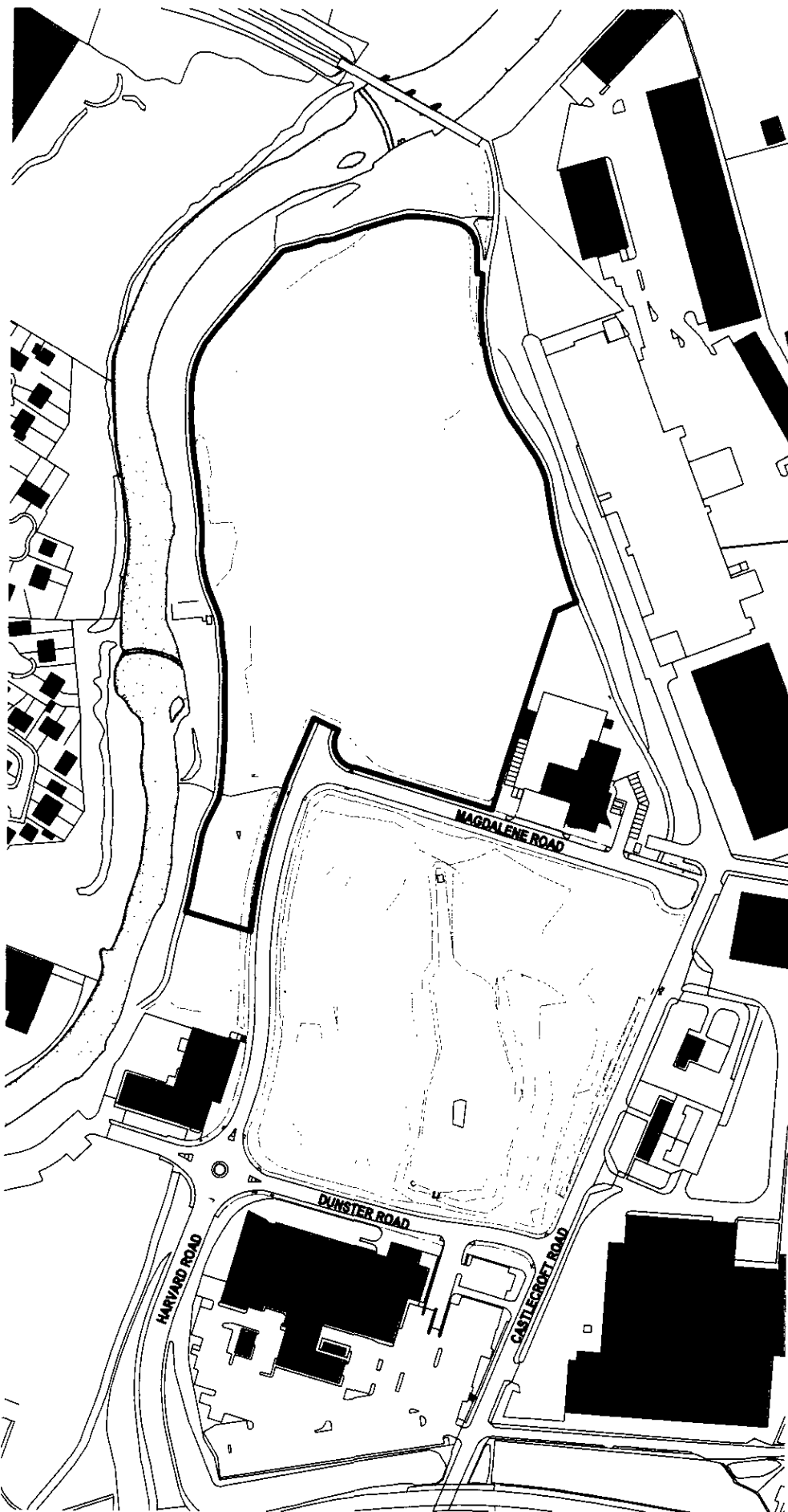
JUNIE MORRIS

Address:

TWO DEVEN WAY, HANDBRIDGE, B31 2TS

Occupation:

P.A



Notes

The Contractor is to check all dimensions and conditions on site before commencing. Do not scale from this drawing.
This drawing remains the copyright of POZZONI Architecture Ltd.

Scale Bars TO BE USED ONLY AS GUIDANCE

1:100	mm	1000	2000	3000	4000
1:200	mm	2000	4000	6000	8000
1:500	M	5	10	15	20
1:1250	M	10	20	30	40

A	Reduced to A3 size	GK	21.03.19
Rev	Description	By	Date
Client	St Modwen Developments		
1	Chamberhall, Bury		
Drawing	Lease Plan		
Ref	P4301_1105	Rev	A
Ref	303001-POZ-17-00-DR-A-1105		
Date	21/03/19	Scale	1 : 2000 @ A3
3D CoOrd	GK	2D CoOrd	GK
3D CoOrd	GK	2D CoOrd	JW
Project Status	Planning	Tender	Construction
Project Status	Design	Contract	As Built

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