



Registration of a Charge

Company name: **NEWCASTLE UNITED FOUNDATION**

Company number: **06412345**



X9IJXM4I

Received for Electronic Filing: **25/11/2020**

Details of Charge

Date of creation: **20/11/2020**

Charge code: **0641 2345 0001**

Persons entitled: **THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE**

Brief description: **DIANA STREET, NEWCASTLE UPON TYNE REGISTERED UNDER TITLE NUMBERS TY118702, TY494655, TY574838 AND TY145561 AS SHOWN EDGED RED ON THE PLAN.**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MUCKLE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6412345

Charge code: 0641 2345 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2020 and created by NEWCASTLE UNITED FOUNDATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2020 .

Given at Companies House, Cardiff on 26th November 2020

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



Companies House



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

Dated **20 November** 2020

Newcastle United Foundation
and
The Council of the City of Newcastle upon Tyne

Legal Charge
relating to land at Diana Street , Newcastle upon Tyne

Assistant Director Legal Services
Resources Directorate
Civic Centre Newcastle upon Tyne

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This Legal Charge is dated 20 November 2020

Parties

- (1) **NEWCASTLE UNITED FOUNDATION** (Company number 06412345) whose registered office is at St James Park Newcastle upon Tyne NE1 4ST (NUF); and
- (2) **THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE** of Civic Centre Newcastle upon Tyne NE1 8QH (Council).

It is agreed

1. Definitions and Interpretation

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

Charged Amount

any amount due from NUF to the Council under the Overage Agreement

Council

the Council of the City of Newcastle upon Tyne.

Football Foundation Security

A charge over the Property in favour of the Football Foundation to secure the sum of £2,000,000 (two million pounds)

Hazardous Substances

any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to man or any other living organism or causing damage to the environment or public health or welfare and includes but is not limited to any controlled, special, hazardous, toxic, radioactive or dangerous waste.

Option the option agreement relating to the Property together with other land dated [] and made between (1) NUF and (2) the Council.

Overage Agreement Means an overage agreement dated ~~[20 November 2020]~~ made between the Council (1) and NUF (2) relating to the Property

Plan the plan reference 69/29358 annexed to this Legal Charge.

Property the freehold property at Diana Street, Newcastle upon Tyne registered under title numbers TY118702 TY494655 TY574838 and TY145561 all of which land is shown more particularly delineated on the Plan and edged red.

Transfer the transfer of part of the Property to NUF dated ~~[20 November 2020]~~²⁰²⁰ entered into by (1) The Council of the City of Newcastle upon Tyne and (2) NUF.

1.2 References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

1.3 The headings of clauses are for ease of reference only and shall not affect construction.

1.4 References to Council and NUF shall include their respective successors and assigns.

2. Legal Charge

NUF with full title guarantee charges the Property by way of legal mortgage in order to secure the Charged Amount.

3. **NUF Covenants**

3.1 NUF covenants with Council:

- 3.1.1 to keep the Property in good condition (provided that the construction works to be carried out on the Property shall not be a breach of this covenant) and free from refuse and Hazardous Substances;
- 3.1.2 to insure the Property and all buildings thereon in an insurance office of repute against the risks comprised in the usual commercial policy of a land owner and developer;
- 3.1.3 to expend all sums payable under any policy of insurance (whether or not maintained under this sub-clause) in making good the damage leading to the claim;
- 3.1.4 to pay all rates, taxes, assessments and outgoings charged upon or otherwise payable in respect of the Property;
- 3.1.5 to observe and perform all covenants and obligations (including statutory obligations) affecting the Property and to indemnify Council against any damage, loss or liability arising from breach or non-performance thereof;
- 3.1.6 to permit Council and any other person reasonably authorised by it in writing to enter upon and inspect the Property or to carry out any work upon the Property; and
- 3.1.7 not to sell or dispose of the Property save that NUF may grant the Football Foundation Security and may in the usual course of business grant leases or licences of parts of the Property for a term not exceeding 7 years and which are outside of the protection of the Landlord and Tenant Act 1954 .

4. **Council's default powers**

Council shall have power (but shall not be obliged whether under this Legal Charge or by implication) to make good any breach of any obligation on the part of NUF and the costs and expenses in respect of any such action shall be repayable to Council and shall become due upon the amount thereof being notified to NUF in writing.

5. **Power of Sale**

- 5.1 The power of sale and all other statutory powers vested in Council (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with Council for value arise upon the date of this Legal Charge and shall become exercisable by Council without notice to NUF immediately if NUF enters into liquidation whether compulsory or voluntary

(except for the purpose of reconstruction or amalgamation) or makes any composition with creditors.

6. Consolidation

Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

7. Enforcement

Where Council has received notice in writing the existence of NUF's lender then prior to the enforcement of this security Council must give reasonable notice to NUF's lender or its appointed facility agent of the intention to enforce this Legal Charge and NUF's lender shall have the right to repay the Charged Amount prior to any enforcement of the relevant security.

8. Restriction

NUF agrees to the registration at the Land Registry against the registered title of the Property of a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [20 November 2014] in favour of The Council of the City of Newcastle upon Tyne of Civic Centre Barras Bridge Newcastle upon Tyne, NE1 8QH referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised officer or its conveyancer"

9. Third Parties

It is agreed and declared that no person who is not a party to this Legal Charge shall be entitled in his own right to enforce any term of this Legal Charge pursuant to the Contracts (Right of Third Parties) Act 1999.

10. Release

10.1 At the end of the Overage Period (as defined in the Overage Agreement) the Council will release this Legal Charge (and execute a release (in Land Registry Form DS1 as appropriate or other replacement form).

11. Football Foundation Security

The Council confirms that this charge is intend to rank in priority behind the Football Foundation Security which will be granted subsequent to it. The Council confirms it will enter into a deed of priority with NUF and Football Foundation in such reasonable form as the parties shall agree.

12. Charities Act 2011

12.1 The directors of the charity, being the persons who have the general control and management of its administration certify that:

12.1.1 they have power under the provisions establishing the charity and regulating its purposes and administration to effect this charge; and

12.1.2 they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

Executed on the date that appears on the front of this document.

Executed as a Deed by

Newcastle United Foundation

acting by a Director

in the presence of:

Director

Witness Signature..

Witness Name... SARAH MEDCUFF

Address.....

Occupation... DEPUTY HEAD OF FOUNDATION

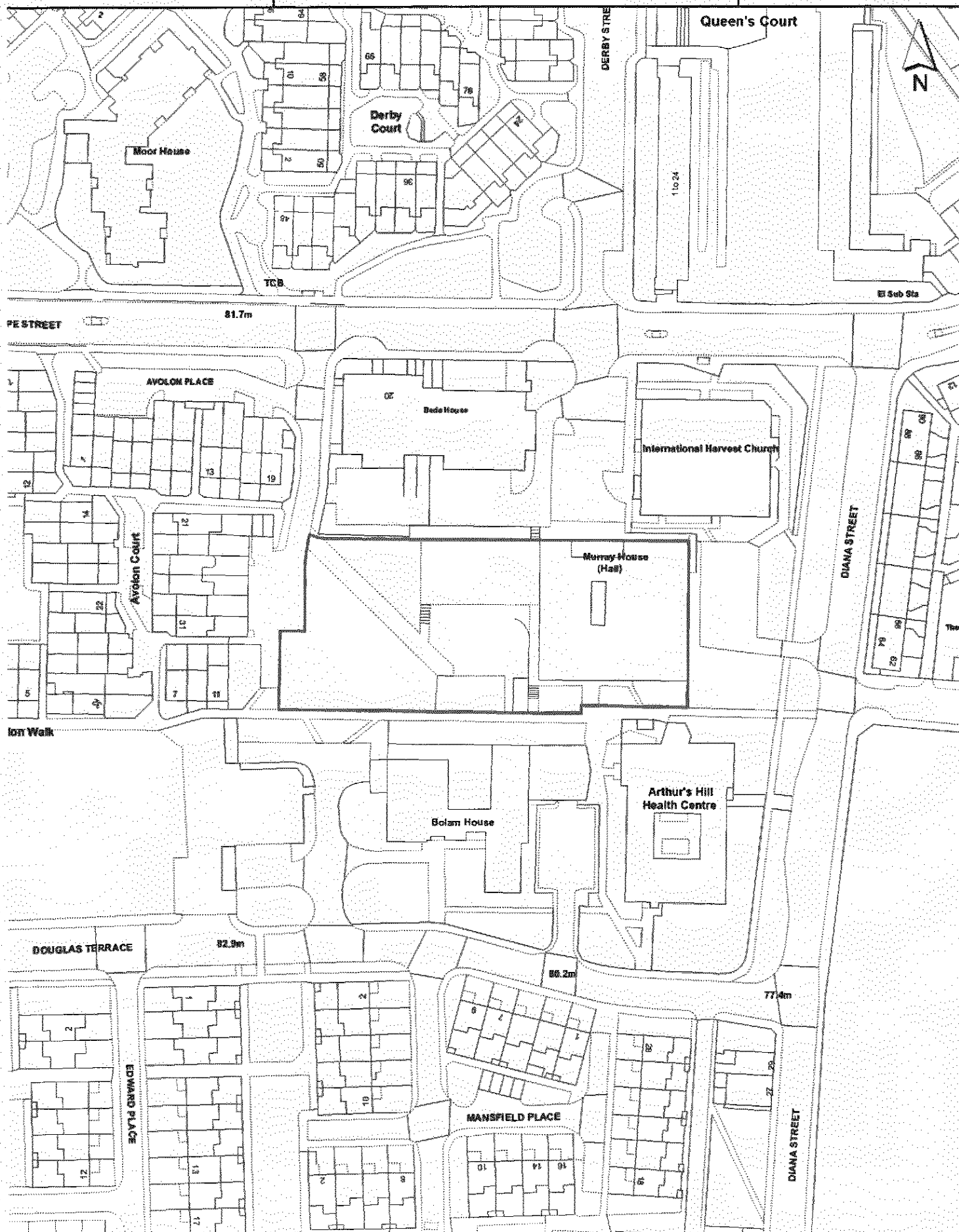
THE COMMON SEAL of

THE COUNCIL OF THE CITY

OF NEWCASTLE UPON TYNE

was hereunto affixed

in the presence of



AND AT DIANA STREET

Date 13/11/2020

Scale 1:1,250

Plan Number 69/29358