



Registration of a Charge

Company Name: **PLYMOUTH ARGYLE FOOTBALL CLUB LIMITED**

Company Number: **07796376**



Received for filing in Electronic Format on the: **05/07/2023**

XC747WKZ

Details of Charge

Date of creation: **30/06/2023**

Charge code: **0779 6376 0004**

Persons entitled: **THE COUNCIL OF THE CITY OF PLYMOUTH**

Brief description: **LAND ADJOINING HOME PARK, PLYMOUTH AS IS REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER DN547659**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KRISTABEL COOPER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7796376

Charge code: 0779 6376 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2023 and created by PLYMOUTH ARGYLE FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2023 .

Given at Companies House, Cardiff on 5th July 2023

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**

Legal Charge

in respect of land adjoining Home Park Plymouth

Dated 30 June 2023

Plymouth Argyle Football Club Limited
The Mortgagor

The Council of the City of Plymouth
The Secured Party

Legal Charge

Dated

30 June 2023

Between

- (1) **Plymouth Argyle Football Club Limited** a company registered in England and Wales with registered number 7796376 and having its registered office at Home Park, Plymouth, PL2 3DQ (the **Mortgagor**);
- (2) **The Council of the City of Plymouth** of The Council House Plymouth PL1 2AA (the **Secured Party**)

Witnesses as follows

- 1 In this Legal Charge the following definitions apply.
Disposal means a Disposition as defined in the Overage Deed.
Overage means Overage as defined in the Overage Deed.
Overage Deed means the Deed of Release and Variation dated 31 October 2011 between the Mortgagor and the Secured Party relating inter alia to payments to the Secured Party triggered by profits on the future development of the Property.
Property means the freehold property known as land adjoining Home Park, Plymouth as is registered at the Land Registry under title number DN547659.
Receiver means any person or persons appointed as a receiver of the whole, or any part, of the Property.
Secured Liabilities means the liabilities from time to time of the Mortgagor to the Secured Party under or pursuant to the Overage Deed.
2. The Mortgagor:
 - a. covenants with the Secured Party to pay or discharge to the Secured Party the Secured Liabilities; and
 - b. with full title guarantee charges the Property by way of legal mortgage as continuing security to the Secured Party for the discharge of the Secured Liabilities.
3. The Mortgagor shall:
 - a. (in addition to the obligations implied pursuant to the Law of Property (Miscellaneous Provisions) Act 1994) at the request of the Secured Party execute in favour of the Secured Party such further or other legal assignments, mortgages, charges or other security documents as the Secured Party may request over the Mortgagor's interest in the Property for the purpose of perfecting, improving or more effectively securing the Mortgagor's obligations;
 - b. not sell, transfer, assign, lease, declare a trust of, grant any right or rights over or otherwise dispose of the Property in breach of the Overage Deed without the prior consent of the Secured Party.
4. Section 103 of the Law of Property Act 1925 shall not apply to this Legal Charge and the statutory power of sale and other powers shall be exercisable at any time.
5. The statutory powers of sale and of appointing a Receiver in respect of the security hereby created shall in favour of a purchaser as defined by and in Section 205 of the Law of Property

Act 1925 shall be deemed to arise and be exercisable immediately upon the execution of this Legal Charge.

6. Any demand, notice, appointment of a Receiver or legal or other proceedings instituted or made by the Secured Party:
 - a. shall be in writing may be signed by an officer or agent of the Secured Party and served on the Mortgagor by hand, post or fax;
 - b. may be addressed to and served on the Mortgagor at the last address for the Mortgagor known to the Secured Party or at the Property and shall be deemed to have been received (if posted) on the day following the day on which it was posted (if sent by fax) at the time of transmission or (if sent by hand) at the time of delivery; and
 - c. shall be effective notwithstanding its return undelivered or the death of the Mortgagor.
7. The Mortgagor by way of security to secure the proprietary interest in, and the performance of, obligations owed to the Secured Party irrevocably appoints the Secured Party and any Receiver severally to be the attorney or attorneys of the Mortgagor and in the Mortgagor's name and otherwise on the Mortgagor's behalf to do all acts and things and to execute deliver and perfect all instruments, acts and things which may be required for carrying out (i) any right or power conferred on the Secured Party or any Receiver and (ii) any obligation imposed on the Mortgagor whether pursuant to this Legal Charge or by law.
8. This Legal Charge shall be governed by and construed in accordance with the laws of, and the Mortgagor irrevocably submits to the non-exclusive jurisdiction of the courts of, England and Wales.
9. The parties to this Legal Charge do not intend that any term of this Legal Charge shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.
10. The Mortgagor 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, 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 30 June 2023 in favour of The Council of the City of Plymouth referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an Authorised Officer of The Council of the City of Plymouth".
11. When the Mortgagor has paid all Secured Liabilities the Secured Party will at the request and cost of the Mortgagor duly discharge this security.
12. The legal charge created by this deed shall remain in full force and effect as a continuing security unless and until the Secured Party discharges it and shall extend to cover the ultimate balance due from the Mortgagor to the Secured Party.
13. Upon any Disposal of the Property or any part thereof and conditional upon:
 - a. all (if any) due payments of Overage having been paid;
 - b. the Mortgagor complying with clause 6 of the Overage Deed;
 - c. the Mortgagor obtaining the prior approval of the Secured Party to the identity of the transferee or lessee (such approval not to be unreasonably withheld or delayed having regard to the likely level of Overage due or in future to be payable hereunder); and

- d. the transferee or lessee executing and delivering to the Secured Party a legal charge over that part of the Property which is the subject of the Disposal in the form of this deed with such modifications as the Secured Party reasonably requires to reflect the circumstances of the Disposal and which affords equivalent security and priority to the Secured Party to that effected by this deed (but proportionately where there is a disposal of part of the Property)

the Secured Party will release:

- e. that part of the Property which is the subject of the Disposal from this security; and
- f. the Mortgagor from any liability under this deed for any matter arising after the Disposal in respect of that part of the Property which is the subject of the Disposal,

(but without prejudice to the Mortgagor's continuing liability for prior breaches).

14. The Secured Party must release from the legal charge created by this deed (but conditional upon all (if any) due payments of Overage having been paid):
- a. any part of the Property which ceases to be subject to the Overage Deed;
 - b. any part of the Property which is still subject to the legal charge created by this deed when the Overage Deed is determined and the Secured Party has no further claim against the Mortgagor

In witness whereof this Legal Charge has been duly executed as a deed and delivered the day and year first above written.

Executed as a deed by PLYMOUTH ARGYLE)
FOOTBALL CLUB LIMITED acting by a Director)

in the presence of:)

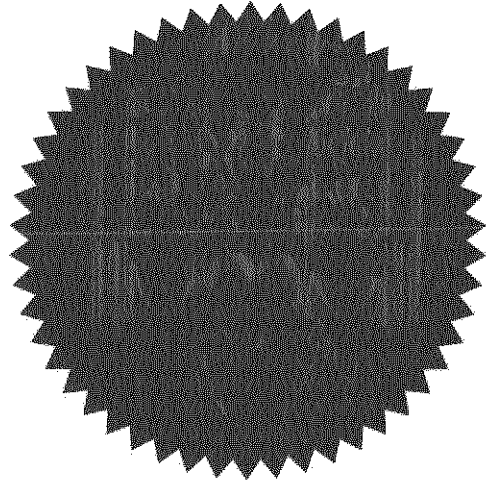
Signature of witness.....


Name of witness.....

Address.....

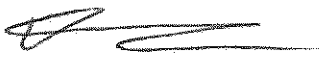
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THE COMMON SEAL of The Council of the
City of Plymouth was
hereunto affixed in the presence of:




.....
Senior Lawyer/Lawyer

Plymouth City Council Authorised Signatory

Witness Signature 

Date of resolution: 10 May 2006

