



Registration of a Charge

Company name: **CANAL & RIVER TRUST**

Company number: **07807276**



X4MHJLYJ

Received for Electronic Filing: **18/12/2015**

Details of Charge

Date of creation: **17/12/2015**

Charge code: **0780 7276 0002**

Persons entitled: **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS AT SOUTH PIER ROAD, ELLESMERE PORT, CHESHIRE (SHOWN EDGED RED ON THE PLAN ATTACHED TO THE INSTRUMENT) AND HELD UNDER A LEASE DATED 17 DECEMBER 2015 MADE BETWEEN (1) CHESHIRE WEST AND CHESTER BOROUGH COUNCIL AND (2) CANAL & RIVER TRUST.**

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:

WARD HADAWAY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7807276

Charge code: 0780 7276 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2015 and created by CANAL & RIVER TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2015 .

Given at Companies House, Cardiff on 21st December 2015

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

17 December

2015

THE TRUSTEES OF THE
NATIONAL HERITAGE MEMORIAL FUND

- and -

CANAL & RIVER TRUST

LEGAL CHARGE

relating to The Boat Museum, Dockyard Road, Ellesmere Port, CH65 4EF

17 December
THIS DEED is made on

2015

BETWEEN

- (1) **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND** of 7 Holbein Place, London, SW1W 8NR (and where the context admits its respective successors in title and permitted assigns "**NHMF**"); and
- (2) **CANAL & RIVER TRUST** registered company number 07807276 and registered charity number 1146792 whose registered office is at First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB ("**the Chargor**").

1. Definitions

"Grant Contract"	the agreement dated 6 January 2015 made between the Chargor and NHMF as the same may be amended, supplemented, restated or novated from time to time
"Lease"	the lease(s) details of which are set out in the Schedule;
"Property"	the leasehold property known as land and buildings at South Pier Road, Ellesmere Port, Cheshire and shown edged red on the attached plan and held under the Lease; and
"Secured Obligations"	all monies, obligations and liabilities (whether present or future, actual or contingent) owing by the Chargor to NHMF from time to time including, without limitation, under the Grant Contract.

2. Charge

The Chargor with full title guarantee charges by way of legal mortgage the Property to NHMF as a continuing security for the payment or discharge when due of the Secured Obligations.

3. Dispositions

3.1.1 The parties apply to the Chief Land Registrar to enter on the Register of Title to the Property the following restriction:

3.1.2 "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 *17 December 2015* in favour of the Trustees of the National Heritage Memorial Fund referred to in the Charges Register or their conveyancer that the provisions of clause 3.2 of the said charge have been complied with or that it does not apply to the disposition".

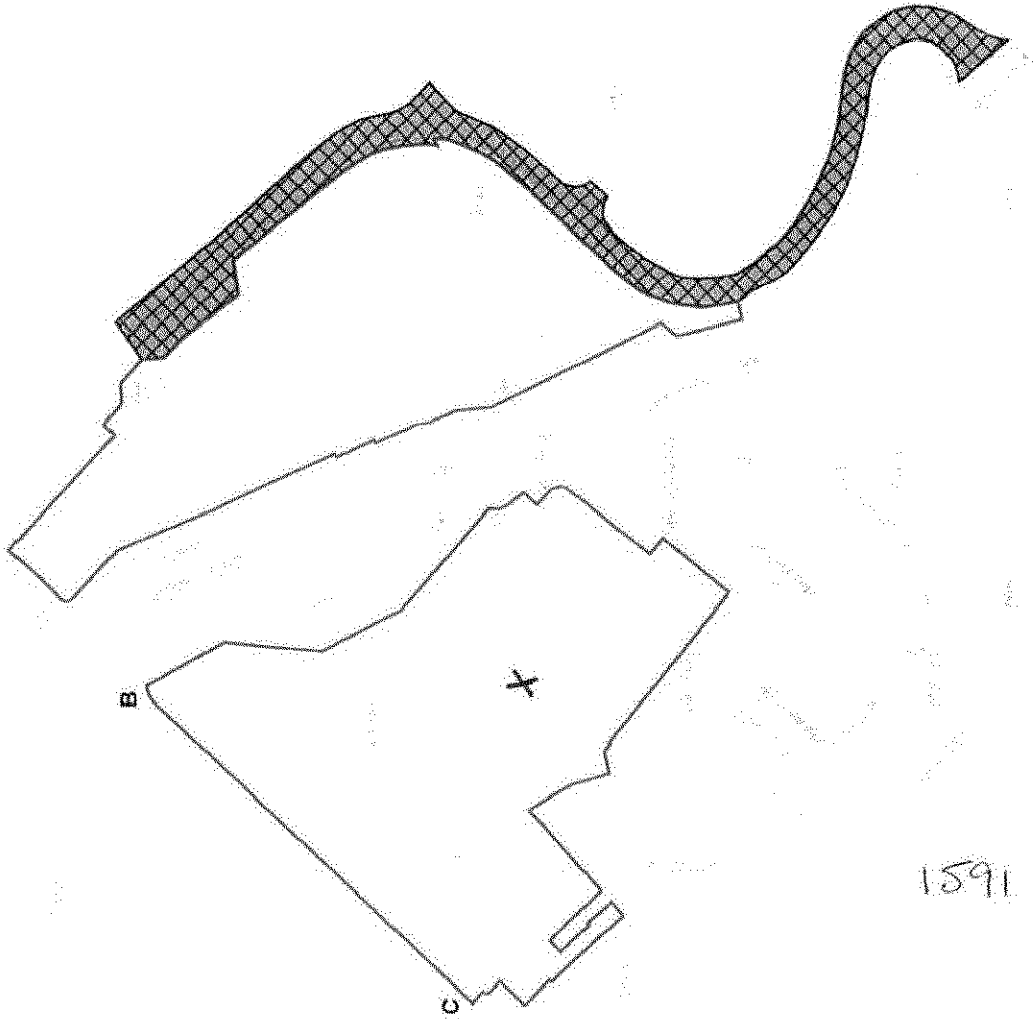
3.2 NHMF will consent to a disposition of the Property if:

3.2.1 the grant made under the provisions of the Grant Contract has been repaid and all other sums due to be paid or repaid under the Grant Contract and this Charge (if any) have been paid or

3.2.2 the person in whose favour the disposition is made resubmits an application to NHMF in accordance with the Grant Contract and such application is approved by NHMF

3.3 NHMF may in its discretion consent to a disposition in other circumstances

340559E 377174N



Handwritten signature

- 3.4 The Chargor will not exercise the statutory power of granting or accepting a surrender of any lease of the Property nor will the Chargor agree to a variation of any such lease without (in any case) the previous written consent of NHMF.

4. Grant Contract

This Charge incorporates the provisions of the Grant Contract and any breach of those provisions on the part of the Chargor will be treated as a breach of obligation under this Charge.

5. General Provisions

- 5.1 In addition to all powers conferred by statute or the general law NHMF shall also have the following powers:
- 5.1.1 any power conferred on it by the Grant Contract;
- 5.1.2 power to appoint any person to enter on the Property to inspect maintain and repair any buildings structures or other things subject to having given reasonable prior written notice to the Chargor.
- 5.2 If the Chargor fails to carry out its obligations under the Grant Contract then NHMF may (but will not be bound to) remedy that breach of obligation and may if necessary enter the Property with surveyors workmen and others for that purpose and the Chargor will on demand reimburse NHMF with the cost or expenditure incurred together with interest from the date it was incurred until payment at a rate equal to 2% over National Westminster Bank PLC base rate from time to time.
- 5.3 The obligations referred to in clause 5.2 include (among others) the maintenance, repair and insurance of the Property (except in the case of leasehold land of which the Chargor is tenant, to the extent that the lessor of such land is bound to provide the same).
- 5.4 The entry by NHMF and the performance of any of its rights under this Clause 5 shall not be treated as a mortgagee going into possession and NHMF shall be treated as the agent of the Chargor and any entry will be without prejudice to any other right of NHMF to take possession for breach of the terms contained or incorporated in this Charge or otherwise.

6. Costs

The Chargor will pay on demand all reasonable and proper expenses and liabilities (including, without limitation, legal and other professional costs) paid or incurred by NHMF (or any Receiver or any agent on its behalf) on a full indemnity basis in relation to any of the Charged Property or in protecting or enforcing or exercising (or attempting to do so), any right or power arising under or pursuant to this Charge or in procuring the discharge of any of the Secured Obligations.

7. Joint and Several Obligations

Where any party to this Charge includes more than one person the obligations of that party set out in this Charge shall constitute obligations of each such person owed jointly and severally.

8. Release

If and when no Secured Obligations are owed to NHMF, NHMF will at the request of the Chargor release the Property from this Legal Charge and remove any restrictions registered at the Land Registry in respect thereof.

9. Charities Act 2011

9.1 The Property is held by the Chargor, a non-exempt charity, and this Charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

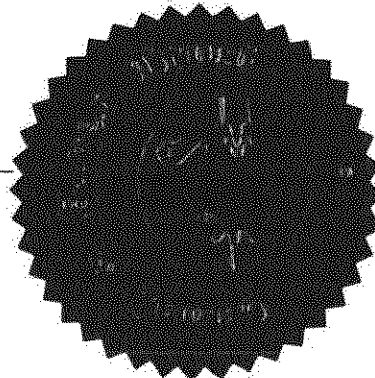
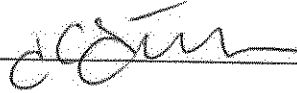
9.2 *Julie Smith*, authorised by the trustees of Canal & River Trust by a Resolution of its Board of Trustees dated 24 September 2015 certifies on behalf of the trustees of Canal & River Trust that the trustees have the power under the trusts of the Charity to effect this charge and that they have complied with the provisions of S.124 Charities Act 2011 so far as applicable to it.

IN WITNESS whereof the parties hereto have executed this instrument as a deed on the date first before written

Executed as a Deed
by affixing the Common Seal
of **CANAL & RIVER TRUST**
in the presence of

1593

Authorised Signatory



THE SCHEDULE

Details of the Lease

<u>Date</u>	<u>Parties</u>	<u>Term</u>	<u>Initial Rent</u>
17 December 2015	(1) Cheshire West and Chester Borough Council and (2) Canal & River Trust	30 years from 17 December 2015	one peppercorn (if demanded)