



**Registration of a Charge**

Company name: **PROSPERITY CATHEDRAL VIEW DEVELOPMENT LTD**

Company number: **10453715**



X8B9NKKA

Received for Electronic Filing: **06/08/2019**

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**Details of Charge**

Date of creation: **26/07/2019**

Charge code: **1045 3715 0011**

Persons entitled: **CETRA SECURITY TRUSTEES LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS UNION 1, WILLOW ROW, DERBY (DE1 3NZ) AND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS DY27291 AND DY525460**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **LORNA CLARKE**



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

Company number: 10453715

Charge code: 1045 3715 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th July 2019 and created by PROSPERITY CATHEDRAL VIEW DEVELOPMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2019 .

Given at Companies House, Cardiff on 7th August 2019

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

26 July

2019

Prosperity Cathedral View Development Ltd  
and  
Prosperity St James House Development Ltd  
and  
Cetra Security Trustees Limited

Legal Charge

Union 1, Willow Row, Derby (DE1 3NZ)

Teacher Stern LLP 37-41 Bedford Row London WC1R 4JH  
+44 (0)20 7242 3191 • 177 Chancery Lane • [www.teacherstern.com](http://www.teacherstern.com)

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Charge

Dated

26 July 2019

Between

- (1) **Prosperity Cathedral View Development Ltd** a company incorporated in England and Wales with company number 10453715) whose registered office is at Devonshire House, 60 Goswell Road, London EC1M 7AD (the **Chargor**)
- (2) **Prosperity St James House Development Limited** (a company incorporated in England and Wales with company number 11899964) whose registered office is at 60 Goswell Road London EC1M 7AD (the **Borrower**)
- (3) **Cetra Security Trustees Limited** (a company incorporated in England and Wales with company number 11213926) whose registered office is at Devonshire House, Manor Way, Borehamwood WD6 1QQ (the **Security Trustee**)

## 1. Definitions and Interpretation

In this Charge

**Event of Default** has the same meaning as in the Facility Agreement

**Facility Agreement** means the agreement dated on or about the date hereof between the Borrower (1) the Security Trustee (2) and the Lender (3)

**Finance Parties** means the Lender and the Security Trustee

**Guarantee** means the guarantee granted by the Chargor to the Security Trustee in respect of the Borrowers liabilities to the Lender

**Intercreditor Deed** means the intercreditor deed dated on or around the date of this Charge and made between (1) the Senior Lender (as senior lender) (2) the Lender (as junior lender), (3) the Security Trustee, (4) Prosperity Cathedral View Security Ltd (as junior agent), (5) Prosperity Cathedral View NMPI Ltd (as junior lender), (6) the Chargor (as borrower), (7) Gavin Davis Barry and Edward Christopher Francis Fowkes (as guarantors).

**Lender** means Kenfin Holdings Limited (a company incorporated in England and Wales with company number 11413423) whose registered office is at Devonshire House, Manor Way, Borehamwood WD6 1QQ

**Permitted Security** means the Security Documents (as defined in the Senior Facility Agreement)

**Senior Facility Agreement** means the facility agreement dated on or around the date hereof and made between (1) the Chargor and (2) the Senior Lender

**Senior Lender** means Maslow 2 Limited (company number 10963508)

## 2. Covenant to pay

- 2.1 The Chargor covenants with the Security Trustee that it will pay and discharge all monies and liabilities now or at any time in the future due, owing or incurred by it or the Borrower to the Lender on any account, whether actual or contingent and whether as

principal or surety (including liability under the Guarantee), together with all interest, charges, costs and expenses

- 2.2 The Chargor shall pay interest (as well after as before any judgment) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant liabilities. Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the rights of the Lender to require payment of such interest

### **3. Charge**

- 3.1 The Chargor charges to the Security Trustee with full title guarantee and as a continuing security for the monies and liabilities referred to in Clause 2.1:

3.1.1 by way of legal mortgage the property specified in the Schedule (the Property);

3.1.2 by way of fixed charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Property; and

3.1.3 by way of fixed charge the goodwill of any business carried on by the Chargor at the Property.

- 3.2 The term Property shall, if applicable, also include the assets referred to in Clauses 3.1.2 and 3.1.3

### **4. Further Assurance**

- 4.1 The Chargor shall promptly on demand and at their own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Property and give all notices, orders and directions which the Security Trustee may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Security Trustee or any receiver

### **5. Restriction**

- 5.1 The Chargor shall not after the date hereof without the prior written consent of the Security Trustee:

5.1.1 save for the Permitted Security create or permit to subsist or arise any mortgage, charge, debenture or other encumbrance or any right or option over the Property or any part thereof; or

5.1.2 sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of the Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Property or agree to do any of the foregoing; or

5.1.3 part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing

### **6. Enforcement**

- 6.1 The security constituted by this Charge shall become immediately enforceable on the occurrence of an Event of Default.

- 6.2 Section 103 of the Law of Property Act 1925 (the LPA) shall not apply to this Charge and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the LPA (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after an Event of Default occurs.

## **7. Appointment and powers of receiver**

- 7.1 At any time after this Charge has become enforceable or, if requested by the Chargor, the Security Trustee may appoint by writing any person or persons (whether an officer of the Security Trustee or not) to be a receiver of all or any part of the Property and where more than one receiver is appointed they may be given power to act either jointly or severally
- 7.2 The Security Trustee may from time to time determine the remuneration of the receiver and may remove the receiver and appoint another in his place
- 7.3 The receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA in the same way as if the receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Security Trustee's powers) the receiver shall have power in the name of the Chargor or otherwise to do the following things, namely:
- 7.3.1 to take possession of, collect and get in all or any part of the Property and to generally manage the Property and any business carried on at the Property;
- 7.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- 7.3.3 to borrow monies from the Lender or others on the security of the Property for the purpose of exercising any of his powers;
- 7.3.4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- 7.3.5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- 7.3.6 to take, continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient;
- 7.3.7 to make and effect all repairs and improvements;
- 7.3.8 to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
- 7.3.9 to purchase materials, tools, equipment, goods or supplies;

- 7.3.10 to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine; and
- 7.3.11 to do all such other acts and things as may reasonably be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Security Trustee shall in writing exclude the same whether in or at the time of his appointment or subsequently

- 7.4 Any monies received by the receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration, secondly in or towards satisfaction of the monies and liabilities secured by this Charge and any balance shall be paid to the person or persons lawfully entitled to it

## **8. Security Trustee's liability**

- 8.1 In no circumstances shall the Security Trustee be liable to account to the Chargor as a mortgagee in possession or otherwise for any monies not actually received by the Security Trustee
- 8.2 In no circumstances shall the Security Trustee be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Property or from any act, default, omission or misconduct of the Security Trustee, its officers, employees or agents in relation to the Property or in connection with this Charge

## **9. Protection of third parties**

- 9.1 Any purchaser or any other person dealing with the Security Trustee or any receiver shall not be concerned to enquire whether the liabilities secured by this Charge have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Security Trustee or such receiver
- 9.2 All the protections to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Security Trustee or any receiver

## **10. Powers of leasing**

The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Trustee are hereby extended so as to authorise the Security Trustee whether in the name of the Security Trustee or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Security Trustee (in its absolute discretion) shall think fit

## **11. Power of attorney**

11.1 The Chargor irrevocably appoints the Security Trustee and the receiver, jointly and also severally, the attorney and attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge

11.2 The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Charge

## **12. Security Trustee's rights**

12.1 At any time after this Charge becomes enforceable, all powers of the receiver may be exercised by the Security Trustee whether as attorney of the Chargor or otherwise

12.2 The Security Trustee shall, on receiving notice that the Chargor has encumbered or disposed of the Property or any part of it or any interest in it, be entitled to close any account or accounts of the Chargor and to open a new account or accounts with the Chargor and (without prejudice to any right of the Security Trustee to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Security Trustee on any such closed account. If the Security Trustee does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Chargor to the Security Trustee shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Chargor to the Security Trustee when it received such notice

12.3 The Security Trustee may at any time after this Charge has become enforceable and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Security Trustee and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Security Trustee on any other account or in any other respects. The Security Trustee shall notify the Chargor that such a transfer has been made

12.4 The Security Trustee shall hold the benefit of this Charge on trust for the Finance Parties.

## **13. Costs**

All costs, charges and expenses incurred by the Security Trustee in relation to this Charge or the preservation or enforcement or attempted enforcement of the Security Trustee's rights under this Charge shall be reimbursed by the Chargor to the Security Trustee on demand on a full indemnity basis and, until so reimbursed, shall carry interest as mentioned in Clause 2.2 from the date of payment to the date of reimbursement

## **14. Indemnity**

The Security Trustee and every receiver, attorney or other person appointed by the Security Trustee under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Property in respect of all liabilities

and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and the Security Trustee and any such receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge

**15. Continuing security**

15.1 This Charge shall be a continuing security to the Security Trustee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Security Trustee may now or at any time in the future hold in respect of the liabilities secured by this Charge or any of them and shall continue in full force and effect as a continuing security until discharged

15.2 Section 93 of the LPA shall not apply to this Charge

**16. Financial Collateral Regulations**

To the extent that the Property constitutes Financial Collateral (as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI2003/3226) ("Financial Collateral Regulations")) and this Charge and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) the Security Trustee shall have the right at any time after the security constituted by this Charge has become enforceable to appropriate all or any of that security in or towards the payment and/or discharge of the obligations of the Chargor under this Charge in such order as the Security Trustee in its absolute discretion may from time to time determine. The value of any Property appropriated in accordance with this Clause shall be the price of that Property at the time the right of appropriation is exercised as listed on any recognised market index or determined by such other method as the Security Trustee may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations

**17. Notices**

17.1 Any demand or notice under this Charge shall be in writing signed by an officer or agent of the Security Trustee and (without prejudice to any other effective means of serving it) may be served on the Chargor personally or by post and either by delivering it to the Chargor or any officer of the Chargor at any place or by despatching it addressed to the Chargor at the address stated in this Charge (or such other address as may from time to time be notified by the Chargor to the Security Trustee for this purpose) or the Chargor's current registered office or the place of business or address last known to the Chargor. Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery

17.2 Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended place of receipt on the day following the day on which it was posted, even if returned undelivered

**18. Miscellaneous**

- 18.1 The Security Trustee shall have the right to assign the whole or any part of the benefit of this Charge and the Security Trustee shall be entitled to disclose any information relating to the Property and the Borrower to any actual or prospective assignee, successor or participant.
- 18.2 No delay or omission on the part of the Security Trustee in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy
- 18.3 The Security Trustee's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Security Trustee deems expedient
- 18.4 Any waiver by the Security Trustee of any terms of this Charge or any consent or approval given by the Security Trustee under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given
- 18.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result
- 18.6 Any certificate or determination of the Security Trustee as to the amount of the liabilities secured by this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor
- 18.7 This Charge is subject to the Intercreditor Deed. If there is any conflict between a provision of this Charge and a provision of the Intercreditor Deed, the Intercreditor Deed shall prevail to the extent of that conflict (and otherwise this Charge shall continue in full force and effect)

**19. Law and jurisdiction**

This Charge is governed by and shall be construed in accordance with English law and the Chargor irrevocably submits to the non-exclusive jurisdiction of the English courts

**20. Land Registry**

The Chargor applies to the Chief Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2019 in favour of Cetra Security Trustees Limited referred to in the charges register."

This Charge has been executed as a Deed and is Delivered and takes effect on the date stated at the beginning of this Charge

## **Schedule 1 - The Property**

### **The Legally Mortgaged Property**

The freehold property known as Union 1, Willow Row, Derby (DE1 3NZ) and registered at the Land Registry with title numbers DY27291 and DY525460

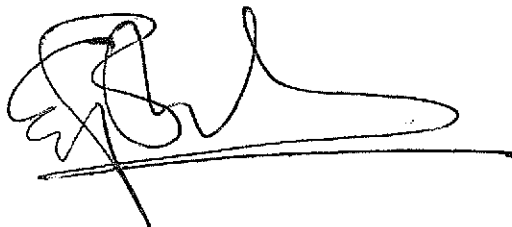
EXECUTION

THIS DOCUMENT FORMS AN IMPORTANT DEED SECURING ALL SUMS DUE OR TO BECOME DUE TO THE LENDER BY YOU. IF THE LENDER IS NOT PAID YOU MAY LOSE THE PROPERTY CHARGED. WE STRONGLY RECOMMEND YOU TAKE INDEPENDENT LEGAL ADVICE ON THE EFFECT OF THIS DEED

Chargor

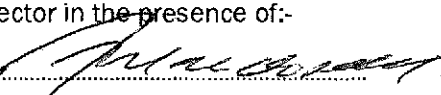
Executed as a Deed and delivered by

Prosperity Cathedral View Development Ltd



acting by a Director in the presence of:-

Witness signature.....



Witness full name.....

FRANK GEORGE NEILL MCDONALD

Witness address.....

GREENWICH, WOODHEAD ROAD,  
GLOSOP, SK13 7DD

Witness

occupation.....

DEVELOPER

**Borrower**

Executed as a Deed and delivered by

Prosperity St James House Development  
Limited

acting by a Director in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

Witness

occupation.....

**Security Trustee**

Executed as a Deed and delivered by

Cetra Security Trustees Limited

acting by a Director in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

Witness

occupation.....