



Registration of a Charge

Company name: **PAUL COOK DEVELOPMENTS (WHITEHAVEN) LIMITED**
Company number: **07889841**



X861UDUA

Received for Electronic Filing: **23/05/2019**

Details of Charge

Date of creation: **13/05/2019**
Charge code: **0788 9841 0004**
Persons entitled: **GREATER MANCHESTER COMBINED AUTHORITY**
Brief description: **44-50 (EVEN) CHURCH STREET WEST, RADCLIFFE, MANCHESTER, M26 2SQ**
Contains fixed charge(s).
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: **GUNNERCOOKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7889841

Charge code: 0788 9841 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th May 2019 and created by PAUL COOK DEVELOPMENTS (WHITEHAVEN) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2019 .

Given at Companies House, Cardiff on 24th May 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

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

THIS DEED is dated 13 MAY 2019 and made between:

- (1) **PAUL COOK DEVELOPMENTS (WHITEHAVEN) LIMITED** (company number 07889841) whose registered office is 18 The Broadway, Bramhall, Stockport, Cheshire SK7 3BT (the "Chargor"); and
- (2) **GREATER MANCHESTER COMBINED AUTHORITY** (the "Lender").

IT IS AGREED as follows:

In this Deed, **Property** means the freehold property known as 44 – 50 (even) Church Street West, Radcliffe, Manchester M26 2SQ registered at the Land Registry under title number MAN312629. References to **Property** include any part of it and the other assets charged by clause 2.

1. CHARGOR'S OBLIGATIONS

The Chargor will pay to the Lender on demand all the Chargor's Obligations. The **Chargor's Obligations** are all the Chargor's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Lender, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender; and
- 1.2 any expenses the Lender or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this Deed.

2. CHARGE

The Chargor, as a continuing security for the payment on demand of the Chargor's Obligations and with full title guarantee:

- 2.1 charges to the Lender all legal interest in the Property, by way of legal mortgage;
- 2.2 gives to the Lender a fixed charge over any of the following property of the Chargor, whether owned now or in the future:
 - (a) any other interest in the Property;
 - (b) all rents receivable from any lease granted of the Property;
 - (c) all the goodwill of the Chargor's business carried on at the Property;
 - (d) the proceeds of any insurance affecting the Property;
 - (e) all fixtures and fittings not forming part of the Property;
 - (f) all plant and machinery at the Property, including any associated warranties and maintenance contracts; and
 - (g) all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business.

3. RESTRICTIONS

The Chargor will not, without the Lender's consent:

- 3.1 permit or create any mortgage, charge or lien on the Property;
- 3.2 dispose of the Property;
- 3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting; and
- 3.4 part with or share possession or occupation of the Property.

4. LAND REGISTRY

The Chargor and the Lender apply to the Land Registry to enter a restriction that "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 created by this Deed in favour of the Lender referred to in the charges register". The Lender may also register any priority arrangements at the Land Registry which will then be publicly available.

5. PROPERTY UNDERTAKINGS

The Chargor will:

- 5.1 permit the Lender at any time to inspect the Property;
- 5.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Lender, terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Chargor's expense;
- 5.3 hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Chargor will apply the proceeds in making good the relevant loss or damage, or to reduce the Chargor's Obligations;
- 5.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property;
- 5.5 keep the Property in good condition; and
- 5.6 if the Property is leasehold, comply with the terms of the lease and immediately inform the Lender if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease.

6. POSSESSION AND EXERCISE OF POWERS

- 6.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Chargor will continue in possession until the Lender takes possession.
- 6.2 If the Lender makes a demand, the Lender may then take possession or exercise any of its other powers without further delay.
- 6.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.
- 6.4 The Lender will not be liable to account to the Chargor for any money not actually received by the Lender.

7. APPOINTMENT OF RECEIVER

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Chargor's agent and the Chargor (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

8. POWERS OF THE LENDER AND RECEIVERS

8.1 At any time after this Deed has become enforceable, the Lender or any receiver may:

- (a) carry on the Chargor's business that is conducted at the Property;
- (b) enter, take possession of, and/or generally manage the Property;
- (c) complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property;
- (d) purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power;
- (e) sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately;
- (f) complete any transactions by executing any deeds or documents in the name of the Chargor;
- (g) take, continue or defend any proceedings and enter into any arrangement or compromise;
- (h) insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
- (i) employ advisers, consultants, managers, agents, workmen and others;
- (j) purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and
- (k) do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.

8.2 A receiver may borrow and secure the repayment of any money, in priority to the Chargor's Obligations.

8.3 Joint receivers may exercise their powers jointly or separately.

8.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

8.5 The Lender may exercise any of its powers even if a receiver has been appointed.

8.6 The Lender may set off any amount due from the Chargor against any amount owed by the Lender to the Chargor. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

9. APPLICATION OF PAYMENTS

- 9.1 The Lender may apply any payments received for the Chargor to reduce any of the Chargor's Obligations, as the Lender decides.
- 9.2 If the Lender receives notice of any charge or other interest affecting the Property, the Lender may suspend the operation of the Chargor's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender for the Chargor after the date of that notice will be applied first to repay the Chargor's Obligations arising after that date.

10. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 10.1 This Deed is in addition to any other security or guarantee for the Chargor's Obligations held by the Lender now or in the future. The Lender may consolidate this Deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.
- 10.2 On request, the Chargor will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this Deed.

11. POWER OF ATTORNEY

To give effect to this Deed and secure the exercise of any of their powers, the Chargor irrevocably appoints the Lender, and separately any receiver, to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

12. CONSENTS, NOTICES, DEMANDS AND COUNTERPARTS

- 12.1 All consents, notices and demands must be in writing.
- 12.2 The Lender may deliver a notice or demand to the Chargor at its registered office, or at the contact details last known to the Lender.
- 12.3 A notice or demand signed by an official of the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.
- 12.4 A notice from the Chargor to the Lender will be effective on receipt.
- 12.5 This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

13. TRANSFERS

The Lender may allow any person to take over any of its rights and duties under this Deed. The Chargor authorises the Lender to give that person or its agent any financial or other information about the Chargor. References to the Lender include its successors.

14. LAW

- 14.1 English law governs this Deed and the English courts have exclusive jurisdiction.
- 14.2 For the benefit of the Lender, the Chargor irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this Deed in those courts will be conclusive and binding on the Chargor and may be enforced against the Chargor in the courts of any other jurisdiction.

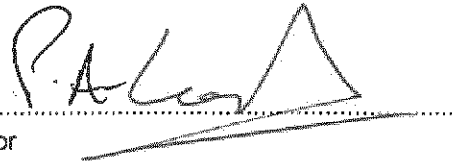
This Deed has been entered into at the date stated at the beginning of this Deed.

SIGNATURES

The Chargor

Executed as a deed on behalf of
Paul Cook Developments (Whitehaven)
Limited acting by a director in the presence of:

)
)
)
)
) Director



Signature of witness.....

Name of witness MICHELLE HAWELL

Address **Kuit Steinart Levy LLP**
Solicitors

3 St Mary's Parsonage
Manchester M3 2RD
DX 14325 MANCHESTER 4
Tel: 0161 832 3434

The Lender

The COMMON SEAL of
GREATER MANCHESTER
COMBINED AUTHORITY was
hereunto affixed
in pursuance of an Order of the said
Authority

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.....
Authorised Signatory

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Name

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Address

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Occupation