



Registration of a Charge

Company name: **BURY FOOTBALL CLUB COMPANY LIMITED(THE)**

Company number: **00053268**



X5C6AEHN

Received for Electronic Filing: **28/07/2016**

Details of Charge

Date of creation: **28/07/2016**

Charge code: **0005 3268 0028**

Persons entitled: **CK PROPERTIES (NORTH WEST) LIMITED**

Brief description: **BURY FOOTBALL GROUND AND STADIUM, GIGG LANE, BURY, BL9 9HR
(TITLE NUMBER GM931156)**

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: **GISELLA ALBERICI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 53268

Charge code: 0005 3268 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2016 and created by BURY FOOTBALL CLUB COMPANY LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th July 2016 .

Given at Companies House, Cardiff on 29th July 2016

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**

Commercial Legal Charge

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

Owner: THE BURY FOOTBALL CLUB COMPANY LIMITED (Co. Reg. No. 53268) of Gigg Lane, Bury, Lancashire BL9 9HR

Lender: CK PROPERTIES (NORTH WEST) LIMITED (Co. Reg. No. 04331522) whose registered address is 116 Duke Street, Liverpool, Merseyside L1 5JW

Property: Bury Football Ground and Stadium, Gigg Lane, Bury BL9 9HR (Land Registry Title No: GM931156). References to **Property** include any part of it and the other assets charged by Clause 2.

First Charge: a charge on the Property in favour of Charles Street Commercial Investments Limited dated 26 October 2015.

Date:

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28/07/16

← You must date the document

1. Owner's Obligations

The Owner will pay to the Lender on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner'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 monthly basis and compounded according to agreement, or, in the absence of agreement, monthly on the first calendar day of each month.
- 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 Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee:

- 2.1 charges to the Lender all legal interest in the Property, by way of second legal mortgage.
- 2.2 gives to the Lender a fixed charge over any of the following property of the Owner, whether owned now or in the future, subject to the **First Charge**:
 - 2.2.1 any other interest in the Property.
 - 2.2.2 all rents receivable from any lease granted of the Property.
 - 2.2.3 all the goodwill of the Owner's business carried on at the Property.
 - 2.2.4 the proceeds of any insurance affecting the Property.

- 2.2.5 all fixtures and fittings not forming part of the Property.
- 2.2.6 all plant and machinery at the Property, including any associated warranties and maintenance contracts.
- 2.2.7 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 Owner will not, without the Lender's consent:

- 3.1 permit or create any further 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.
- 3.4 part with or share possession or occupation of the Property.

4. Land Registry

The Owner 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 Owner 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 Owner's expense.
- 5.3 hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner'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.
- 5.6 not, without the Lender's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations.

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 Owner 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 Owner 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 Owner's agent and the Owner (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 The Lender or any receiver may:
 - 8.1.1 carry on the Owner's business that is conducted at the Property.
 - 8.1.2 enter, take possession of, and/or generally manage the Property.
 - 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.
 - 8.1.4 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.
 - 8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately.
 - 8.1.6 complete any transactions by executing any deeds or documents in the name of the Owner.
 - 8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
 - 8.1.8 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.

- 8.1.9 employ advisers, consultants, managers, agents, workmen and others.
- 8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- 8.1.11 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 Owner'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 Owner against any amount owed by the Lender to the Owner. 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.
- 8.7 Any credit balance with the Lender will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Lender allowing the Owner to make withdrawals will not waive this restriction.

9. Application of Payments

- 9.1 The Lender may apply any payments received for the Owner to reduce any of the Owner'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 Owner'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 Owner after the date of that notice will be applied first to repay the Owner'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 Owner'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 Owner 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 Owner irrevocably appoints the Lender, and separately any receiver, to be the Owner's

attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

12. More than One Owner

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities. References to the Owner are to them together and separately.

13. Consents, Notices and Demands

13.1 All consents, notices and demands must be in writing.

13.2 The Lender may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Lender.

13.3 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.

13.4 A notice from the Owner to the Lender will be effective on receipt.

14. Transfers

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

15. Law

15.1 English law governs this deed and the English courts have exclusive jurisdiction.

15.2 For the benefit of the Lender, the Owner 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 Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by)
the Owner)



Director/Member

Director/Secretary/Member

If there is only one signature, which must be that of a Director/Member, a witness is required

Signed by the Director/Member in the presence of:

Witness' signature



GISELA ALBERICI

Witness' name in full

Address

Occupation

Ratio Law
Hanover House
30-32 Charlotte Street
Manchester
M1 4FD
SOLICITOR