



Registration of a Charge

Company name: **ALSTOM TRANSPORT UK LIMITED**

Company number: **08462831**



X5MDHDGI

Received for Electronic Filing: **22/12/2016**

Details of Charge

Date of creation: **22/12/2016**

Charge code: **0846 2831 0001**

Persons entitled: **HALTON BOROUGH COUNCIL**

Brief description: **A CHARGE BY WAY OF FIRST LEGAL MORTGAGE OVER THE PROPERTY DEFINED AS THE FREEHOLD PROPERTY TO THE NORTH OF HALEBANK ROAD, WIDNES, TITLE NO. CH641749.**

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: **LORNA TRIMBLE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8462831

Charge code: 0846 2831 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2016 and created by ALSTOM TRANSPORT UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2016 .

Given at Companies House, Cardiff on 23rd December 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

FREETHS

Dated

22 December

2016

- (1) ALSTOM TRANSPORT UK LIMITED
- (2) HALTON BOROUGH COUNCIL

LEGAL CHARGE

Relating to

Phase 1 Stage 1, HBC Field, Halebank Road,
Widnes

THIS LEGAL CHARGE dated

22 December

2016

BETWEEN:

(1) the Chargor

ALSTOM TRANSPORT UK LIMITED

Registered Office: The Place, 175 High Holborn,
London WC1V 7AA

Company Number: 8462831

(2) the Chargee

HALTON BOROUGH COUNCIL

Registered Office: Municipal Building, Kingsway,
Widnes, Cheshire WA8 7QF

WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms defined in the Agreement, unless otherwise defined in this Deed, have the same meaning in this Deed and unless the context otherwise requires:

Agreement means the agreement for sale of the Property dated 22 December 2016 between (1) the Chargee and (2) the Chargor;

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Default Rate means the rate 4% above the base rate of Lloyds Bank plc;

Disposal means the completion of the transfer of the freehold or the grant of a lease for a term exceeding 21 years of the relevant land and "Dispose" and "Disposed of" shall be construed accordingly;

Environment means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;

Events of Default means the events or circumstances described in

	Schedule 2 and "Event of Default" shall be construed accordingly;
Expert	means a Fellow of the Royal Institution of Chartered Surveyors appointed by the Parties or, in the absence of agreement, appointed on the application of either party by the President of the Royal Institute of Chartered Surveyors;
LPA 1925	means the Law of Property Act 1925;
Permitted Disposal	means: <ol style="list-style-type: none"> 1. the Disposal dedication or adoption of any part of or service within the Property and/or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of sewers, services or other infrastructure; and/or 2. the dedication, adoption and/or Disposal of any parts of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under Sections 38 or 278 of the Highways Act 1980; and/or 3. the Disposal of any parts of the Property as open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure;
Plan	the plan attached at Appendix 1;
Property	means the freehold property to the north of

	Halebank Road, Widnes and shown edged and shaded green and edged and shaded red on the Plan and being part of the property registered at the Land Registry with title absolute under title number CH641749 (and referred to in the Agreement as Phase 1 Stage 1);
Receiver	means any one or more receivers and/or managers appointed by the Chargee pursuant to this Deed in respect of the Chargor or over all or any of the Secured Assets;
Secured Assets	all the assets, property, rights and undertaking for the time being subject to any Security created by this Deed or any part of them and " Secured Asset " shall be construed accordingly;
Secured Obligations	means the obligations to make the payment referred to in clauses 16.2.2, 16.2.3 and 16.2.4 of the Agreement;
Security	means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment by way of security, standard security, or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;
Security Period	means the period starting on the date of this Deed and ending on the date on which the Chargee is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding;
Subsidiary	means a subsidiary within the meaning of section 1159 of the Companies Act 2006;
Transfer	means a transfer of even date made between (1) the Chargee and (2) the Chargor by which the Property was transferred to the Chargor;
VAT	means value added tax

1.2. Interpretation

In this Deed, unless the context otherwise requires:

- 1.2.1. references to clauses, paragraphs and schedules are to be construed as references to the clauses and paragraphs of, and schedules to, this Deed and references to this Deed include its schedules;
- 1.2.2. reference to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this Deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Chargee;
- 1.2.3. words importing the plural shall include the singular and vice versa;
- 1.2.4. references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- 1.2.5. references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time;
- 1.2.6. any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1.2.7. a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived
- 1.3. The expressions "Chargee", and "Chargor" include, where the context admits, their respective successors and, in the case of the Chargee, its permitted transferees and assignees, whether immediate or derivative
- 1.4. Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed

2. COVENANT TO PAY

The Chargor hereby covenants to discharge the Secured Obligations when the same — become due for discharge pursuant to the Agreement

3. GRANT OF SECURITY

The Chargor as a continuing security for the discharge of the Secured Obligations hereby charges to the Chargee by way of first legal mortgage the Property

4. NATURE OF SECURITY

- 4.1. For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this Deed
- 4.2. If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

5. PERFECTION OF SECURITY

- 5.1. The Chargor hereby applies to the Chief Land Registrar for the registration of the following restriction against the registered title of the Property comprised in the Transfer:

"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 consent signed by the proprietor for the time being of the charge dated ^{22 December 2016} ~~being the date of this deed~~ between Alstom Transport UK Limited (1) Halton Borough Council (2) referred to in the charges register"

- 5.2. The Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for protecting the Security intended to be created by this Deed

6. UNDERTAKINGS

The Chargor hereby undertakes with the Chargee that for the duration of the Security Period the Chargor will comply with the undertakings set out in Schedule 1

7. EFFECT OF EVENT OF DEFAULT

On the occurrence of an Event of Default the Security constituted by this Deed shall be immediately enforceable and the Chargee may in its absolute discretion enforce all or any part of that Security at the times, in the manner and on the terms that it thinks fit following the occurrence of an Event of Default.

8. POWERS OF THE CHARGEES

8.1. At any time on or after an Event of Default, or if requested by the Chargor, the Chargee may without further notice exercise all the powers conferred upon mortgagees by the LPA 1925 (including, without limitation, the power of sale and other powers conferred by Section 101 LPA 1925) as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference and in both cases:

8.1.1. without the restrictions contained in section 103 LPA 1925; and

8.1.2. whether or not a Receiver shall have been appointed

8.2. The Chargee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Chargee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 LPA 1925

9. APPOINTMENT OF RECEIVER

9.1. At any time after the Security constituted by this Deed has become enforceable, or at the request of the Chargor, the Chargee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Secured Assets

9.2. The Chargee may from time to time determine the remuneration of any Receiver and section 109(6) LPA 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm

9.3. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment

9.4. The Chargee may remove any Receiver so appointed and appoint another in his place.

- 9.5. Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee
- 9.6. The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise

10. POWERS OF RECEIVER

- 10.1. Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the LPA 1925, without the restrictions contained in section 103 of that Act)
- 10.2. Any Receiver shall have power on behalf and at the expense of the Chargor (notwithstanding the liquidation of the Chargor) to do or omit to do anything which the absolute beneficial owner could do or omit to do in relation to the Secured Assets or any part thereof. In particular, the Receiver will have the additional powers set out in this Clause 10
- 10.3. A Receiver may take possession of, collect and get in all or any of the Secured Assets.
- 10.4. A Receiver may:
- 10.4.1. manage, develop, alter, improve or reconstruct the Property or concur in so doing;
 - 10.4.2. buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage;
 - 10.4.3. acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property
- 10.5. A Receiver may, without the restrictions imposed by section 103 LPA 1925 or the need to observe any of the provisions of sections 99 and 100 of that Act:
- 10.5.1. grant (or concur in granting) options and licences or any other interest or right over;
 - 10.5.2. sell, assign or lease (or concur in selling, assigning or leasing);
 - 10.5.3. promote (or concur in promoting) a company to purchase,

all or any of the Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit

- 10.6. A Receiver may make and effect such repairs, renewals and improvements to the Secured Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances
- 10.7. A Receiver may without any further consent by or notice to the Chargor exercise for and on behalf of the Chargor all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Property (including the Landlord and Tenant Act 1954, Landlord and Tenant Act 1987, Housing Act 1985, Housing Act 1988, Housing Act 1996, the Rent Act 1977 and the Agricultural Holdings Act 1986) but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised
- 10.8. A Receiver may sign any document, execute any deed and do all such other acts and things relating to the Property as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Security created by or pursuant to this Deed and to use the name of the Chargor for all the purposes aforesaid
- 10.9. A Receiver may do all the acts and things described in Schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to the Chargor

11. APPLICATION OF PROCEEDS

- 11.1. All moneys received by the Chargee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Chargee in its absolute discretion may from time to time conclusively determine, except that the Chargee may credit the same to a suspense account for so long and in such manner as the Chargee may from time to time determine and the Receiver may retain the same for such period as he and the Chargee consider expedient

- 11.2. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Chargee or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers

12. RELEASE

The release of the Security constituted by this Deed shall be governed by clause 16.4 of the Agreement

13. ASSIGNMENT AND TRANSFER

Neither party may assign any of its rights, or transfer any of its rights or obligations, under this Deed

14. INDEMNITY, COSTS AND EXPENSES

- 14.1. The Chargor hereby undertakes with the Chargee to pay on demand all proper and reasonable costs, charges and expenses properly incurred by the Chargee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the Security created by or pursuant to this Deed or any of the Secured Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Chargor (compounded monthly, both before and after judgment)
- 14.2. Neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such
- 14.3. The Chargee and any Receiver shall be entitled to be indemnified out of the Secured Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, deceit or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them at any time relating to or arising directly or indirectly out of or as a consequence of:
- 14.3.1. anything done or omitted in the exercise of the powers contained in this Deed; or

14.3.2. taking, holding, protecting, perfecting or enforcing (or attempting to do so) the Security constituted by this Deed; or
and the Chargor shall also indemnify the Chargee and any Receiver against any such matters

15. MISCELLANEOUS

- 15.1. No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)
- 15.2. A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision
- 15.3. A failure to exercise or a delay in exercising any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Chargee shall be effective unless it is in writing
- 15.4. Any appointment or removal of a Receiver under Clause 9 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Chargee
- 15.5. Each of the provisions of this Deed is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.
- 15.6. This Deed is intended to take effect as a deed notwithstanding that the Chargee may have executed it under hand only.
- 15.7. Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act

- 15.8. The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person
- 15.9. 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

16. GOVERNING LAW AND JURISDICTION

- 16.1. This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales
- 16.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims)

IN WITNESS whereof this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of it

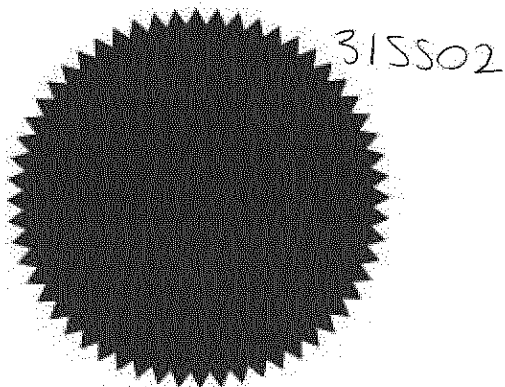
SIGNED and DELIVERED

as a **DEED**)

by **HALTON BOROUGH COUNCIL**)

by affixing its common seal:)

Marion Robinson



EXECUTED as a DEED by

ALSTOM TRANSPORT UK LIMITED

acting by a Director

in the presence of:

.....
Director

Signature of witness:

Name of witness:

Address:

Occupation:

SCHEDULE 1
General Undertakings

1. Save for any Permitted Disposal, the Chargor shall not at any time, except with the prior consent of the Chargee:
 - 1.1. create, purport to create or permit to subsist any Security on, or in relation to, any Secured Assets other than any Security created by this Deed;
 - 1.2. sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
 - 1.3. create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party
2. The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security held by the Chargee or materially diminish the value of any of the Secured Assets or the effectiveness of the Security created by this Deed but for the avoidance of doubt any Permitted Disposal or development of the Property by the Chargor shall not be a breach of this undertaking.
3. The Chargor shall observe and perform all covenants affecting the Property whether imposed by statute, law or regulation, contract, lease, licence or grant.
4. The Chargor shall punctually pay, or cause to be paid, all present and future rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Property or by the owner or occupier thereof.

SCHEDULE 2
Events of Default

1. The failure by the Chargor to discharge the Secured Obligations in accordance with the terms of the Agreement.
2. The Chargor is deemed unable to pay its debts within the meaning of section 123(1)(a), (1)(b), (1)(e) or (2) Insolvency Act 1986 or otherwise becomes insolvent or stops or suspends making payments with respect to all or any class of its debts or announces an intention to do so (in each case within the meaning of the Insolvency Act 1986).
3. An administrative or other receiver is appointed of or any part of the assets and/or undertaking of the Chargor.
4. Any composition, compromise or arrangement is made between the Chargor and any of its creditors.
5. An order is made or resolution passed for the winding up of the Chargor or a notice is issued convening a meeting for the purpose of passing any such resolution.
6. An administration order is made in relation to the Chargor.

APPENDIX 1

Plan

