



Registration of a Charge

Company name: **NORTH POINT (PALL MALL) LTD**

Company number: **08824549**



X4H3YK6X

Received for Electronic Filing: **01/10/2015**

Details of Charge

Date of creation: **01/10/2015**

Charge code: **0882 4549 0005**

Persons entitled: **NORTH POINT BUYERS (PALL MALL) LIMITED (09732316)**

Brief description: **LAND ON THE EAST SIDE OF PALL MALL LIVERPOOL AND TO BE
KNOWN AS NORTH POINT 70-90 PALL MALL LIVERPOOL L3 7DB**

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: **JANET HENDERSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8824549

Charge code: 0882 4549 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2015 and created by NORTH POINT (PALL MALL) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2015 .

Given at Companies House, Cardiff on 2nd October 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

LEGAL CHARGE

Full Title Guarantee

County/District : Merseyside: Liverpool

Title Number : MS254794, MS231816, LA337193, LA336622 and MS206381

Property : Land on the East Side of Pall Mall Liverpool and to be known as North Point, 70-90 Pall Mall, Liverpool L3 7DB

Definitions

the Date is : 1st October 2015

the Developer : North Point (Pall Mall) Limited (Company Registration number 08824549) whose registered office is at 2nd Floor Edward Pavilion Albert Dock Liverpool Merseyside L3 4AF

Event of Default : means (i) the Developer stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due (ii) the Developer commences negotiations, or enters into any composition or arrangement with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties) (iii) any action, proceedings, procedure or step is taken in relation to the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Developer, provided that an Event of Default shall not apply to any winding-up petition which is frivolous or vexatious, is being contested by all appropriate means and is discharged, stayed or dismissed (iv) the Developer fails to complete in all material respects the Works pursuant to the Secured Obligations by the Long Stop Date or the Damage Long Stop Date, as the case may be (as defined in the Agreement/s).

the Company is : North Point Buyers (Pall Mall) Limited (Company Registration number 09732316) whose registered office is at 2nd Floor Edward Pavilion Albert Dock Liverpool Merseyside :3 4AF

the Designated Account is	: the stakeholder account operated by the Developer's solicitor in accordance with the terms of the Agreement/s
the Secured Obligations are	: the obligations on the part of the Developer incidental to the development in the manner set out in the Agreement/s (including as appropriate provision of any Rent Guarantee Deposit)
the Agreement/s	: the Agreement/s made now or in the future with various buyers of apartments and/or car parking spaces at the Property which are substantially in the form of the drafts set out in the Schedule to this Charge
the Works are	: the Seller's Works referred to in the Agreement/s
the Developer's Solicitors	: means Quality Solicitors David Roberts and Company of 96/98 Victoria Road New Brighton Merseyside CH45 2JF

Particulars

- 2.1 The Developer has the conduct of developing the Property in the manner referred to in Agreement/s
- 2.2 With a view to securing the obligations of the Developer pursuant to the Agreement/s the Company has been established as a nominee of the Buyers to the Agreement/s who have or will in future contribute towards the cost of the acquisition of the Property and the Works by way of payment of a Deposit and an Instalment (if any) in the manner set out in the Agreement/s
- 2.3 This charge is intended to secure performance of additional obligations to be entered into in future by the Developer with buyers of apartments at the Property as well as those remaining to be performed at the date of this deed

Operative Provisions

3. The Developer, with full title guarantee, charges the Property to the Company as a continuing security for the performance of the Secured Obligations. At any time after an Event of Default has occurred and is continuing, the Company may, by notice to the Developer, declare this Charge to be enforceable, save that prior to declaring the Charge to be enforceable, the Company will negotiate in good faith with the Developer and allow the Developer a period of 60 days from the date on which the Company notifies the Developer of its intention to declare this Charge to seek to remedy the Event of Default and if necessary secure emergency funding that may be required to enable the Developer to satisfy the Secured Obligations from time to time.
4. On the Completion Date (as defined in the Agreement/s), the Company will discharge the property referred to in the Agreement from this Charge at the Company's expense

5. Nothing in this Legal Charge shall prevent or otherwise restrict the release of funds out of the Designated Account in the manner referred to in the Agreement/s or give rise to any claim arising by reason of or incidental to such payments
6. The Developer covenants with the Company and agrees to carry out the Secured Obligations pursuant to the Agreement/s
7. The Developer and the Company agree that Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under the Law of Property Act 1925 shall arise on an Event of Default occurring and which is continuing
8. This Charge shall not in any way restrict or prevent the Developer from granting leases of apartments and/or car parking spaces at the Property to buyers of the Property in accordance with the terms of the Agreement/s

Governing Law

9. This agreement 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

Executed as a deed by North Point (Pall Mall) Limited



acting by an authorised signatory

in the presence of:

CRAIG GRIFFITHS

EDWARD DAVILION, ALBERT DOCK

LIVERPOOL, L3 4AF

Schedule

The Agreement/s