



Registration of a Charge

Company name: **WARWICK ROAD DEVELOPMENTS (MANCHESTER) LTD**
Company number: **09759311**



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Received for Electronic Filing: **19/01/2016**

Details of Charge

Date of creation: **14/01/2016**
Charge code: **0975 9311 0001**
Persons entitled: **THE ELEMENT BUYERS LIMITED**
Brief description: **MKM HOUSE, WARWICK ROAD, OLD TRAFFORD, MANCHESTER, M16 0XX**
Chargor acting as a bare trustee for the property.

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: **BETH GALVIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9759311

Charge code: 0975 9311 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th January 2016 and created by WARWICK ROAD DEVELOPMENTS (MANCHESTER) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2016 .

Given at Companies House, Cardiff on 20th January 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

LEGAL CHARGE

Full Title Guarantee

County/District : Manchester Greater Manchester

Title Number : GM692787

Property : MKM House, Warwick Road, Old Trafford,
Manchester, M16 0XX

Definitions

the Date is : 14 January 2016

the Developer : Warwick Road Developments (Manchester)
Limited incorporated and registered in England
and Wales with company number 9759311
whose registered office is 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 Security Trustee is : The Element Buyers Limited incorporated and
registered in England and Wales with company
number 09928201 whose registered office is
Douglas House 117 Foregate Street Chester CH1
1HE

the Property is	:	MKM House, Warwick Road, Old Trafford, Manchester, M16 0XX
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
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

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 Security Trustee 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 Security Trustee 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 Security Trustee may, by notice to the Developer, declare this Charge to be enforceable, save that prior to declaring the Charge to be enforceable, the Security Trustee will negotiate in good faith with the Developer and allow the Developer a period of 60 days from the date on which the Security Trustee 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 Security Trustee will discharge the property referred to in the Agreement from this Charge at the Security Trustee'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

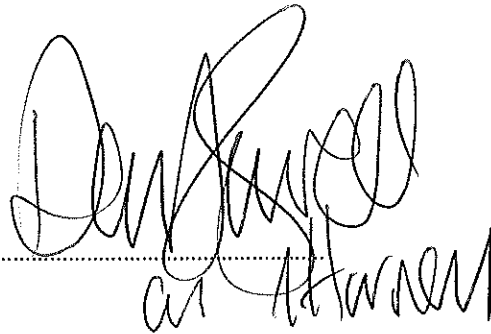
6. The Developer covenants with the Security Trustee and agrees to carry out the Secured Obligations pursuant to the Agreement/s
7. The Developer and the Security Trustee agree that Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing 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

Warwick Road Developments (Manchester) Limited



A handwritten signature in black ink, appearing to read 'Dan Russell', is written over a horizontal dotted line. Below the signature, the words 'an Attorney' are also handwritten in black ink.

acting by an authorised signatory

in the presence of:

...*C. Whitaker*...

...CECI WHITTAKER...

...113 FOREGATE STREET, CHESTER

Schedule

Form of Agreement/s