

Registration of a Charge

Company Name: JUNCTION 4 SKATEPARK CIC

Company Number: 10563359

Received for filing in Electronic Format on the: 25/06/2021

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Details of Charge

Date of creation: 25/06/2021

Charge code: 1056 3359 0001

Persons entitled: THE ENGLISH SPORTS COUNCIL

Brief description: THE LEASEHOLD PROPERTY KNOWN AS JUNCTION 4 SLKATEPARK,

BLACKBURN ROAD, DARWEN BB3 0AJ

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: MICHAEL HOBBS - HOBBS LAW LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10563359

Charge code: 1056 3359 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2021 and created by JUNCTION 4 SKATEPARK CIC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2021.

Given at Companies House, Cardiff on 28th June 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





(1) THE ENGLISH SPORTS COUNCIL

and

(2) JUNCTION 4 SKATEPARK CIC

FORM OF LEGAL CHARGE

relating to

Junction 4 Skatepark, Blackburn Road, Darwen BB3 0AJ



Sport England First Floor 21 Bloomsbury Street London, WC1B 3HF

THE LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

Administrative Area : Blackburn with Darwen

Title Number :

Property : Junction 4 Skatepark, Blackburn Road, Darwen

BB3 0AJ

PARTICULARS

DATE 25 34NE 2021

1. Definitions and Interpretations

1.1. "Award" : means the individual award(s) that in total amount(s)

to £350,000.00 granted by the Chargee to the Chargor

subject to the terms and conditions contained in the

award letter dated 26th February 2021.

1.2. "Chargee" : means The English Sports Council (Company Registry

Number RC000766) of First Floor, 21 Bloomsbury

Street, London, WC1B 3HF.

1.3. "Chargor" : means Junction 4 Skatepark CIC (company

registration number 10563359) whose registered office

is at Junction 4 Skatepark, Off Blackburn Road, Next to

Darwen Vale School, Blackburn, Lancashire BB3 0AL.

1.4. "Plan" means the plan attached hereto.

1.5. "Property" : means the leasehold property known as Junction 4

Skatepark, Blackburn Road, Darwen BB3 0AJ, and as

edged red on the Pfan.

1.6. "Secured Liabilities": means all sums and contingent liabilities now or at any

time in the future being or becoming due or owing by

the Chargor to the Chargee under the terms and conditions of the Award.

2. Covenants by Chargor

2.1. The Chargor hereby covenants with the Chargee that it will pay perform and discharge the Secured Liabilities as and when the same become due.

3. Legal Charge

3.1. The Chargor with full title guarantee charges to the Chargee the Property by way of legal mortgage with payment or discharge of the Secured Liabilities payable upon demand upon the breach by the Chargor of or under any of the terms and conditions of the Award.

4. Chargee's Powers

- 4.1. Section 103 of the Law of Property Act 1925 shall not apply to this security.
- 4.2. At any time after the money secured by this Deed has become due and payable and this security has become enforceable the power of sale as amended or varied by this Deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise.
- 4.3. The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may think fit.
- 4.4. By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property 1925 section 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12).
- 4.5. At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may at its absolute discretion exercise any power which a receiver appointed by him could exercise.

5. Restriction on Title

- 5.1. The Chargor hereby applies to the Chief Land Registrar at the Land Registry, at its own cost and within 15 days of execution, for a restriction in favour of the Chargee to be entered in the property register of the title under which the Property is registered in the following terms (or words to the following effect):
 - 5.1.1. "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 written consent signed by THE ENGLISH SPORTS COUNCIL of First Floor, 21 Bloomsbury Street, London, WC1B 3HF or its conveyancer.
- 5.2. The Chargor shall deliver to the Chargee an official copy of such title showing registration of the restriction.

6. Companies House

6.1. The Chargor hereby applies to the Registrar of Companies at Companies House for registration of this Deed to be entered on the register of charges within 21 days of execution. The Chargor shall deliver to the Chargee the certificate of registration showing the registration of the Deed.

The application of THE COMMON SEAL of the THE ENGLISH SPORTS COUNCIL to this deed

has been authenticated by:	
Signature	Signature
Name	Name
Title	Title
Executed as a Deed by JUNCTION 4 SKATEPARK CIC acting by ANTHONY RAMSEY, a director, in the presence of:	Anthony Ramsey
Vitness signature	
Month Priest	

Witness address

48 Godwin Way Conbridge CB1 82R.

Witness name



GROWTH AND DEVELOPMENT DEPARTMENT

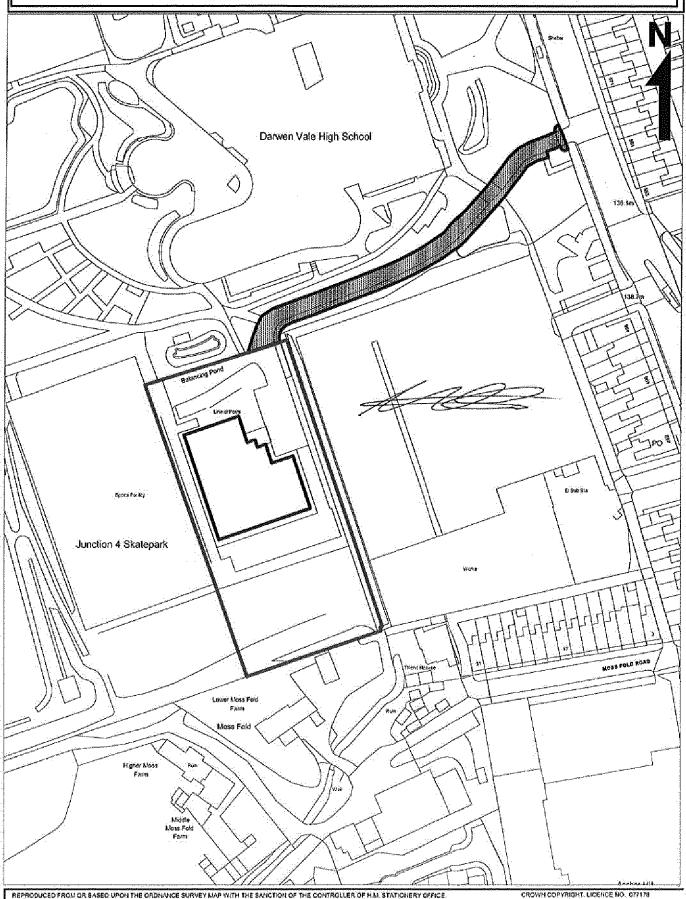
TITLE: JUNCTION 4 SKATEPARK, DARWEN

DATE:

20TH NOVEMBER 2020

SCALE:

1:1250



DATED

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Docusinged by: Mile Bitch 805002304083418.	Tim Hollingsworth
Signature	Signature
Nick Bitel	Tim Hollingsworth
PROTECTION OF THE PROPERTY OF	
Name	Name
Chair	CEO
	41.00
Title	Title
Executed as a Deed by JUNCTION 4 SKATEPARK CIC acting by ANTHONY RAMSEY, a director, in the presence of:	Anthony Ramsey
Witness signature	
Witness name	
Witness address	

Plan