



Registration of a Charge

Company name: **PUMPFIELDS REGENERATION COMPANY LIMITED**

Company number: **09880003**



X7AHZFVT

Received for Electronic Filing: **19/07/2018**

Details of Charge

Date of creation: **16/07/2018**

Charge code: **0988 0003 0004**

Persons entitled: **METALWORKS BUYERS LIMITED**

Brief description: **LAND ON THE EAST AND WEST SIDE OF GLADSTONE STREET
LIVERPOOL AND 4 NAYLOR STREET LIVERPOOL L3 6DR AND BEING
THE MARBLE HALL HOTEL VAUXHALL ROAD LIVERPOOL REGISTERED
UNDER TITLE NOS MS40256 AND MS297443**

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: **HEATHER DAVIES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9880003

Charge code: 0988 0003 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2018 and created by PUMPFIELDS REGENERATION COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2018 .

Given at Companies House, Cardiff on 23rd July 2018

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	MS40256 and MS297443
Property:	Land on the east and west side of Gladstone Street, Liverpool and 4 Naylor Street, Liverpool L3 6DR and land being The Marble Hall Hotel, Vauxhall Road, Liverpool.
<u>Definitions</u>	
the Date is	16 TH JULY 2018
the Developer	Pumpfields Regeneration Company Limited incorporated and registered in England and Wales with company number 09880003 whose registered office is Alexandra Business Park, First Floor, Lakeside Building, Prescott Road, St Helens, WA10 3TP
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 Chargee is	Metalworks Buyers Limited incorporated and registered in England and Wales with company number 10884868 whose registered office is 2nd Floor Edward Pavillon Albert Dock Liverpool Merseyside L3 4AF

the Property is	:	Land on the east and west side of Gladstone Street Liverpool and 4 Naylor Street, Liverpool L3 6DR (developed under the title "Metalworks")
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
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 Chargee 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 Chargee 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 Chargee may, by notice to the Developer, declare this Charge to be enforceable, save that prior to declaring the Charge to be enforceable, the Chargee will negotiate in good faith with the Developer and allow the Developer a period of 60 days from the date on which the Chargee 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 Chargee will discharge the property referred to in the Agreement from this Charge at the Chargee'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 Chargee and agrees to carry out the Secured Obligations pursuant to the Agreement/s

7. The Developer and the Chargee 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

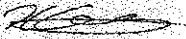
9. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Executed as a deed by

**Pumpfields Regeneration Company
Limited**

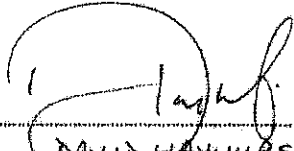


acting by an authorised signatory

In the presence of: KELL EVANS 
ALEXANDRA BUSINESS PARK
PRESCOT RD, ST HELENS
WA10 3TP

Executed as a deed by

Metalworks Buyers Limited


DAVID HAYHURST

acting by an authorised signatory

in the presence of:

~~Melissa Quayle~~
MELISSA QUAYLE
65 WHEATSTONE LANE
BIRKENTHED, CH41 2TF
TRAINEE SOLICITOR