

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
charge. If the form is delivered outside of the 21 days it will be rejected unless it is  
delivered with a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this  
form. It must be scanned and placed on the public record. **Do not send the original.**



A14 11/04/2018 #91  
COMPANIES HOUSE

WEDNESDAY

### 1 Company details

Company number 7 3 0 4 9 8  
Company name in full BRIGADE PROPERTIES LIMITED ✓

0005 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 7 0 3 2 0 1 8 ✓

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name THE RAPHAEL FRESHWATER MEMORIAL ASSOCIATION LTD ✓  
Company number 00688212

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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#### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

✓

FLAT 31 CHRISTCHURCH GARDENS, CHRISTCHURCH MOUNT, ELSOM, KT19 8RU

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#### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

✓

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#### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

✓

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#### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

✓

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#### Trustee statement<sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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#### Signature

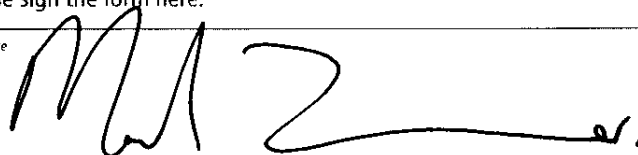
Please sign the form here.

Signature

✓

Signature

X



X

This form must be signed by a person with an interest in the charge.

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## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 730498

Charge code: 0073 0498 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2018 and created by BRIGADE PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2018.

(P)

Given at Companies House, Cardiff on 19th April 2018



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 27<sup>th</sup> MARCH 2018

**THE RAPHAEL FRESHWATER MEMORIAL ASSOCIATION LIMITED**

and

**BRIGADE PROPERTIES LIMITED**

## **LOAN AGREEMENT**

I HEREBY CERTIFY this to be  
a true copy of the original

Martin Bale BA (Hons)  
Group Solicitor  
FRESHWATER GROUP LEGAL SERVICES LTD  
Freshwater House  
158-162 Shaftesbury Avenue  
London WC2H 8HR  
DX 51650 Covent Garden

THIS LOAN AGREEMENT is made on the 27<sup>th</sup> day of March 2018

**BETWEEN**

- (1) **THE RAPHAEL FRESHWATER MEMORIAL ASSOCIATION LIMITED** whose registered office is at Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR (the "**Lender**"); and
- (2) **BRIGADE PROPERTIES LIMITED** whose registered office is Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR (the "**Borrower**");

**WHEREAS**

- (A) On 25 March 2013 the Lender made available a borrowing facility of £150,000 (hereinafter called "the Loan") to the Borrower and the balance now outstanding as shown in the inter-company account ("the Account") established in the books of the Lender as due from the Borrower is One Hundred and Eight Thousand and Twenty Seven Pounds (£108,027).
- (B) The said loan was made available and the funds advanced thereunder were originally applied to enable the Borrower (being a subsidiary of the Lender) to acquire a leasehold interest in a property and manage its property investments.
- (C) The parties are entering into this Loan Agreement in order to formally record the terms and conditions pertaining to the Loan.

**NOW IT IS HEREBY AGREED** as follows: -

1. **THE ACCOUNT**

The Lender shall maintain the Account in the name of the Borrower in which shall be recorded the amounts from time to time advanced to owed by and received from the Borrower. The Account shall be conclusive evidence of the amount of the Loan balance from time to time.

2. **INTEREST**

Interest is payable on the outstanding Loan balance at the rate and the dates from time to time agreed between the Lender and the Borrower. In the absence of agreement to the contrary the rate of interest shall be eight per centum (8%) per annum and interest shall be payable annually in arrears on 31 March.

3. **REPAYMENT**

The Borrower shall repay the Loan together with all accrued interest then outstanding by 27<sup>th</sup> March 2023.

4. **SECURITY**

A first legal charge over the property at 31 Christchurch Gardens, Epsom KT19 8RU

5. **MISCELLANEOUS**

5.1 Exercise of Rights

No failure to exercise or delay in exercising, on the part of the Lender, any right, remedy or power hereunder shall operate as a waiver nor shall any single or partial exercise preclude further or other exercise of any right, remedy or power, whether the same or other right, remedy or power.

5.2 Invalidity

Each of the provisions of this agreement shall be severable and distinct from one another and if, at any time, any one or more of those provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

5.3 Choice of Law

This agreement is governed by and to be construed in accordance with English Law.

5.4 Headings

The headings are for convenience only and do not affect the construction of this Agreement.

**IN WITNESS** whereof the parties have signed this Agreement the day and year first above written.

**SIGNED** by

For and on behalf of **THE RAPHAEL FRESHWATER  
MEMORIAL ASSOCIATION LIMITED**

)  
)  
)



**SIGNED** by

For and on behalf of **BRIGADE  
PROPERTIES LIMITED**

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