



Registration of a Charge

Company Name: **SUMMIT ADVANCES LIMITED**

Company Number: **04719790**



XBCYQ2V4

Received for filing in Electronic Format on the: **20/09/2022**

Details of Charge

Date of creation: **31/08/2022**

Charge code: **0471 9790 0001**

Persons entitled: **CFH HOLDINGS LIMITED (COMPANY NUMBER 02464922)**

Brief description:

Contains fixed charge(s).

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: **RICHARDS SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4719790

Charge code: 0471 9790 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st August 2022 and created by SUMMIT ADVANCES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2022 .

Given at Companies House, Cardiff on 21st September 2022

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**

THIS SUB-MORTGAGE is made the 31st day of August 2022

BETWEEN

- (1) **SUMMIT ADVANCES LIMITED** (Company Number 04719790) whose registered office is at 1st Floor, Healthaid House, Marlborough Hill, Harrow, Middlesex, HA1 1UD ("Summit"); and
- (2) **CFH HOLDINGS LIMITED** (Company Number 02464922) whose registered office is at 1st Floor, Healthaid House, Marlborough Hill, Harrow, Middlesex, HA1 1UD ("the Sub-Mortgagee");

RECITALS

- (A) This Sub-Mortgage is supplemental to the Trust Loan Agreement issued by Summit in relation to the loan to the Borrower.
- (B) By the Mortgage the Borrower charged the Property to Summit to secure payment to Summit of the Mortgage Debt on the terms and with interest as set out in the Loan Facility Letter
- (C) The Mortgage Debt is still owing on the security of the Mortgage together with the current interest on it
- (D) The Sub-Mortgagee has agreed to advance to Summit 75% of the Loan Amount on condition that its repayment together with interest is secured in the manner set out below contemporaneously with any repayments to Summit
- (E) The sub mortgage will rank equally at all times with Summit and any repayment by the Borrower will be split in the agreed proportions of the advance following execution of this Deed

NOW THIS DEED WITNESSETH as follows:

1 DEFINITIONS

- 1.1 In this Sub-Mortgage the following words and expressions shall have the following meanings ascribed to them:

Definition

Meaning

Borrower

Regional & City Estates (Wherstead Road) Limited (Company Registration Number 5351161)

Loan Facility Letter

A letter issued by Summit to the Borrower the terms of which have been accepted by the Borrower together with any extensions thereto

Loan Amount

The amount referred to in the Loan Facility Letter plus any further advances

Mortgage	A Charge by way of Legal Mortgage dated 13 July 2010 and made between the Borrower (1) and Summit (2) by which the Property was charged by way of Legal Mortgage by the Borrower to secure the repayment to Summit of the Mortgage Debt on the terms and with interest as set out in the Loan Facility Letter
Mortgage Debt	The Loan Amount together with interest, costs and expenses as referred to in the Loan Facility Letter plus any further advance made pursuant to the said Loan Facility Letter as amended and extended from time to time
Property	541 and 543 Wherstead Road, Ipswich IP2 8LW registered at The Land Registry under title number SK216586
Redemption Date	The Repayment Date referred to in the Loan Facility Letter as extended from time to time.
Trust Loan Agreement	The Agreement between the Summit and the Sub-Mortgagee.

2 COVENANT FOR PAYMENT OF PRINCIPAL INTEREST AND COSTS

In consideration of the Loan Amount now paid by the Sub-Mortgagee to Summit (receipt of which Summit acknowledges) Summit covenants with the Sub-Mortgagee in the terms of the Trust Loan Agreement

3 CHARGE

For the above consideration Summit with full title guarantee charges that part of the Mortgage Debt as is represented by the Trust Loan Agreement and the benefit of all covenants powers and provisions contained in or conferred by the Mortgage and all securities for them and generally the benefit of the Mortgage to the Sub-Mortgagee TO HOLD unto to the Sub-Mortgagee absolutely subject to the proviso for redemption set out below and as to the Property subject to such right of redemption as is now subsisting under the Mortgage

4 PROVISIO FOR REDEMPTION

If on the Redemption Date Summit pays to the Sub-Mortgagee the Loan Amount with interest in accordance with the terms of the Loan Note Instrument the Sub-Mortgagee will at the request and cost of Summit re-transfer the benefit of the Mortgage to Summit or as it may direct

5 SUB-MORTGAGEE'S LIABILITY

The Sub-Mortgagee shall be under no obligation to take any steps to call in or to enforce any security for payment of the monies secured by the Mortgage or any part of it and shall not be liable for any loss arising from any omission on his part to take such steps

6 CONSOLIDATION

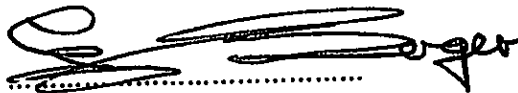
The Law of Property Act 1925 Section 93 (Restricting the Right of Consolidation) shall not apply to this security

7 SUB-MORTGAGEE'S OBLIGATION TO DISCHARGE THIS CHARGE

The Sub-Mortgagee HEREBY COVENANTS with Summit that it will upon the date of completion of this Sub-Mortgage lodge with its nominated solicitors Land Registry Form DS1 or equivalent having the effect of completely discharging this Sub-Mortgage duly executed by the Sub-Mortgagee with irrevocable instructions that the Sub-Mortgagee's solicitors are to release the DS1 or its equivalent to Summit's solicitors upon the Sub-Mortgagee's solicitors receiving for the credit of their client account the amount which is certified by Summit as being the sum to fully repay the Loan Amount together with interest thereon

IN WITNESS this Sub-Mortgage has been executed and delivered as a Deed by Summit Advances Limited

**SIGNED as a Deed by
SUMMIT ADVANCES LIMITED**
Acting by a director
in the presence of:


.....
Director

Signature of witness.....

Name (in BLOCK CAPITALS).....DAFFODIL MIRABUENO

Address.....FIRST FLOOR FLAT 1 ASHBOURNE AVE NW11 0DP

Occupation.....CLEANER.....