



Registration of a Charge

Company name: **CHAPTER-STREET (HOLDINGS) LIMITED**

Company number: **12529098**



X9G3MLPT

Received for Electronic Filing: **20/10/2020**

Details of Charge

Date of creation: **20/10/2020**

Charge code: **1252 9098 0002**

Persons entitled: **PARAGON MORTGAGE CORPORATION LIMITED**

Brief description: **A FIXED CHARGE OVER A FREEHOLD OFFICE TO BE ACQUIRED WITH THIS FUNDING.**

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 SAVE FOR THE MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CALLAHAN, MCFLYNTCH AND PAYNE LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12529098

Charge code: 1252 9098 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2020 and created by CHAPTER-STREET (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th October 2020 .

Given at Companies House, Cardiff on 21st October 2020

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**

MORTGAGE AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this

20th day of October, 2020

PARAGON MORTGAGE CORPORATION LIMITED (Company Number
(12771437)) of 12 Raleigh Close, Nottingham. NG11 8RP
(the "Lender")



Chapter-Street (Holdings) Limited (Company Number (12529098))
of 12 Raleigh Close, Nottingham. NG11 8RP
(the "Borrower")



Mortgage Deed – Debenture
CHAPTER-STREET (Holdings) Limited – PARAGON MORTGAGE CORPORATION LIMITED Callahan,
McFlyntoch and Payne Limited
Registered Office: 12, Raleigh Close, Nottingham. NG11 8RP
Registered in England and Wales: Company Number: 12670997

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfil the promises and conditions set out in this Agreement:

1. LOAN AMOUNT & INTEREST

1. The Lender promises to loan £629,842.00 GBP to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of 2.20 percent per annum, calculated yearly not in advance, beginning on 10th November 2020.

2. REPAYMENT

2. This Loan will be repaid in consecutive monthly instalments of principal and interest on the first day of each month commencing the month following the beginning of the loan under this Agreement and continuing until 1 November 2040 with the balance then owing under this Agreement being paid at that time.

3. DEFAULT

3. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
4. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment, interest at the rate of 2.55 percent per annum, calculated yearly not in advance, will be charged on the outstanding amount, commencing the day the principal amount is declared due and payable, until full payment is received by the Lender.
5. If the Borrower defaults in payment as required under this Agreement or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.

6. EXTRA CLAUSES

6. The lender retains a 5% equity stake in the property, and remains entitled to a full and equal share of any profit seen on the sale of the property, pro-rata to the percentage equity held.
7. The borrower is responsible to the lender to keep the lender indemnified from any loss by keeping the building maintained at all times, ensuring it is in a good state of repair.
8. The borrower shall keep the lender indemnified by maintaining at all times, Insurance to cover the restoring of the building to the current standard.

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9. SECURITY

9. This Loan is secured by the following security (the "Security"): The loan will be secured on the freehold asset to be acquired using these funds to meet the full purchase price, and the lender in addition to the repayments due retains a 5% equity stake in the property.
10. The Borrower grants to the Lender a security interest in the Security until this Loan is paid in full. The Borrower will do everything necessary to assist the Lender in perfecting its security interest.

11. GOVERNING LAW

11. This Agreement will be construed in accordance with and governed by the laws of the Country of England.

12. COSTS

12. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

13. BINDING EFFECT

13. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

14. AMENDMENTS

14. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

15. SEVERABILITY

15. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

16. GENERAL PROVISIONS

16. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

17. ENTIRE AGREEMENT

17. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

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Registered Office: 12, Raleigh Close, Nottingham. NG11 8RP
Registered in England and Wales: Company Number: 12670997

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this 20th day of October, 2020.

EXECUTED AS A DEED

Executed as a Deed by CHAPTER-STREET (Holdings) Limited acting by a director,
in the presence of a witness

Signed:

[Redacted Signature]

Title: Director

Signed:

[Redacted Signature]

Witnessed:

Name: Callahan, McFlyntoch and Payne Limited

Address:

12 Raleigh Close,
Nottingham
NG11 8RP

Mortgage Deed – Debenture

CHAPTER-STREET (Holdings) Limited – PARAGON MORTGAGE CORPORATION LIMITED Callahan,
McFlyntoch and Payne Limited

Registered Office: 12, Raleigh Close, Nottingham. NG11 8RP
Registered in England and Wales: Company Number: 12670997

Executed as a Deed by PARAGON MORTGAGE CORPORATION LIMITED

acting by a director, in the presence of a witness

Signed:

[Redacted Signature]

Title: Director

Signed:

[Redacted Signature]

Witnessed:

Name: Callahan, McFlyntoch and Payne Limited

Address:

12 Raleigh Close,
Nottingham
NG11 8RP

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CHAPTER-STREET (Holdings) Limited – PARAGON MORTGAGE CORPORATION LIMITED Callahan,
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Schedule - The Legally Mortgaged Property

If a property being charged is registered or required to be registered in the UK it is usually stated within the deed however due to the current situation of COVID19, this charge is over the Freehold Office to be acquired using these funds, and this advance is made to allow prompt completion of a property transaction.

An exact address and Land Registry Title number cannot be given until completion has taken place.

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Notes

This Mortgage Deed – Debenture was prepared by

Callahan, McFlyntoch and Payne Limited

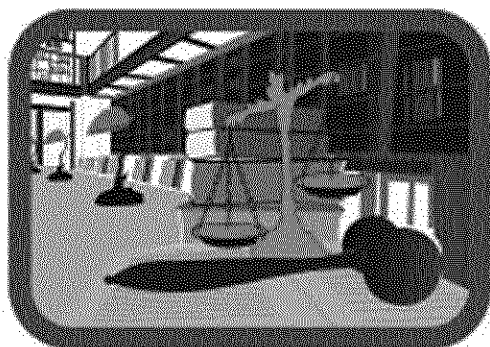
12, Raleigh Close,

Nottingham.

NG11 8RP

United Kingdom

Registered in England and Wales: Company Number: 12670997



Callahan, McFlyntoch and Payne Limited

Corporate Legal Advisors and Legal Management Services

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