

392455 / 13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



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

You can use the V
Please go to www

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

☒ **What this form is for**
You may not use this form to
register a charge with an
instrument Use form



A32 11/05/2013 #12
COMPANIES HOUSE

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

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 06577534

Company name in full Catch 22 Charity Limited

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 02/05/2013

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 HSBC BANK PLC

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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Particulars of a charge

4	Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>	
Description	<p>A Legal Mortgage over the leasehold property at 27 Pear Tree Street London HM Land Registry Title Number or AGL274410 ("Property") together with:</p> <ul style="list-style-type: none"> - the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property; - any shares or membership rights in any management company for the Property; - any rental and other money payable under any lease, licence or other interest created in respect of the Property; and - all other payments whatever in respect of the Property. 			
5	Fixed charge or fixed security	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>		
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>		
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>		

MR01

Particulars of a charge

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Trustee statement ^①

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

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Irwin Mitchell LLP

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **DAVID GOY**

Company name **IRWIN MITCHELL LLP**

Address **RIVERSIDE EAST**

2 MILLSANDS

Post town **SHEFFIELD**

County/Region **SOUTH YORKSHIRE**

Postcode **S 3 8 D T**

Country **ENGLAND**

DX **10513 SHEFFIELD**

Telephone **0114 274 4558**



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MR01 - continuation page

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6577534

Charge code: 0657 7534 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2013 and created by CATCH 22 CHARITY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2013.

Given at Companies House, Cardiff on 16th May 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dx

HSBC Bank plc

LEGAL MORTGAGE

We hereby certify this to be a true
copy of the original document

Signed 

ON BEHALF OF IRWIN MITCHELL LLP

Dated 03/05/2013

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition)

- * HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Direct Legal Mortgage A1dco

THIS LEGAL MORTGAGE dated the

2nd

day of

May

2013

BETWEEN Mortgagor Catch 22 Charity Limited (Company No 06577534)("you")

and HSBC BANK plc ("the Bank"), whose address for service for entry on the register is Securities Processing Centre, PO Box 3924, Sheffield S1 9BD

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions

The Main Subject Matter of this Mortgage

1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

(a) the Property Leasehold property known as 27 Pear Tree Street, London registered at H M Land Registry with title number **AGL274410**

- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,
(c) any shares or membership rights mentioned in paragraph 3 of the Conditions,
(d) any rental and other money payable under any lease, licence, or other interest created in respect of the Property, and
(e) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money
The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you

2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt")

This includes, but is not limited to,

- (a) overdrafts, personal and other loans or facilities and further advances of money,
(b) guarantees and indemnities to the Bank and any of your other contingent liabilities,
(c) discount, commission and other lawful charges and expenses,
(d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest of any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement,
(e) money agreed to be paid by you under paragraph 24 of the Conditions

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank

3. Restriction

You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above,

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of HSBC Bank plc referred to in the Charges Register "

4. [See following page]

IMPORTANT - PLEASE READ THE NOTES OVERLEAF BEFORE SIGNING THIS MORTGAGE

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

Signed as a deed by the Mortgagor acting by

Signature _____ Director

Name in full _____
(Block letters)

Signature _____ Director/Secretary

Name in full _____
(Block letters)

For and on behalf of HSBC Bank plc

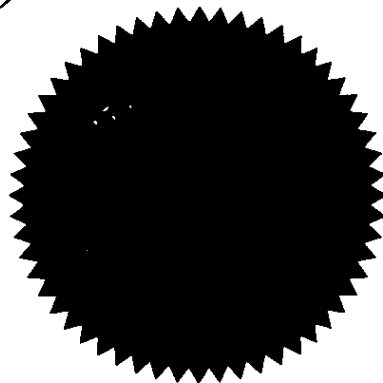
Direct Legal Mortgage A1dco

The Common Seal of the Mortgagor was hereunto
affixed in the presence of

Director _____

Director/Secretary _____

M. J. TRUSCOTT



Checker's
Initials

4. Charities Act 2011 Statements

- (a) The land charged is held by Catch 22 Charity Limited, a non-exempt charity, and this Mortgage is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by Section 124 of that Act apply
- (b) The directors of Catch 22 Charity Limited, being the persons who have general control and management of its administration certify that they have power under the provisions establishing it as a charity and regulating its purposes and administration to effect this Mortgage and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.