



**Registration of a Charge**

Company Name: **MINT BRIDGING LIMITED**

Company Number: **07567483**



XB4MV6FK

Received for filing in Electronic Format on the: **23/05/2022**

**Details of Charge**

Date of creation: **19/05/2022**

Charge code: **0756 7483 0921**

Persons entitled: **RICAN SECURITIES LIMITED  
RMR CAPITAL LIMITED**

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: **FLAHIVE LAW**



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

Company number: 7567483

Charge code: 0756 7483 0921

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th May 2022 and created by MINT BRIDGING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2022 .

Given at Companies House, Cardiff on 24th May 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**

(1) MINT BRIDGING LIMITED

- and -

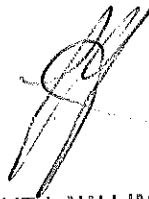
(2) RICAN SECURITIES LIMITED AND RMR CAPITAL LIMITED

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SUB-CHARGE

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I CERTIFY THIS TO BE A TRUE  
COPY OF THE ORIGINAL.



FLAHIVE LAW LIMITED  
SUITE C  
63A ALDERLEY ROAD  
WILMSLOW, CHESHIRE  
SK9 1NZ



THIS DEED is dated

19 May

2022

**PARTIES:**

- (1) **MINT BRIDGING LIMITED**, incorporated and registered in England and Wales with company number 07567483, whose registered office is at Peel House, 30 The Downs, Altrincham, WA14 2PX (the "**Sub-Chargor**"); and
- (2) **RICAN SECURITIES LIMITED** incorporated and registered in England and Wales with company number 02869247, whose registered office is at 73 Cornhill, London EC3V 3QQ; and **RMR CAPITAL LIMITED** incorporated and registered in England and Wales with company number 08446103, whose registered office is at Stonecross, Trumpington High Street, Cambridge CB2 9SU (the "**Sub-Chargee**").

**BACKGROUND:**

- (A) By a deed of assignment dated 19 May 2022 and made between Mint (as defined in clause 1.1) and the Sub-Chargor, Mint assigned the Lender's Rights and transferred the Lender's Duties to the Sub-Chargor.
- (B) The Sub-Chargor is now the Lender under the Loan Facility Agreement.
- (C) It is a condition of the Funding Agreement that the payments to be made by the Sub-Chargor to the Sub-Chargee under the Funding Agreement and this deed are secured in the manner set out in this deed.

**TERMS OF SUB-CHARGE**

**1 Definitions and interpretation**

- 1.1 Terms defined in any Finance Document shall, unless otherwise defined in this deed, have the same meaning in this deed as in that Finance Document. In addition, the following definitions apply in this deed:

<b>Borrower:</b>	<b>Mohammed Mahboob Yousaf and Sabiha Mahboob</b> of 257 Park Road, Peterborough PE1 2UT;
<b>Facility Document:</b>	the document with the Date of Offer 7 March 2022, setting out the offer by Mint to make a loan facility available to the Borrower and the Borrower's acceptance of that offer on the terms and conditions set out in and referred to in the Facility Document;
<b>Finance Documents:</b>	the Facility Document, the Terms and Conditions, and the Legal Charge;
<b>Funding Agreement:</b>	the agreement dated 7 March 2022 by which the Sub-Chargee agreed to make a loan of facility available to the Sub-Chargor to enable the Sub-Chargor to pay consideration payable to Mint for the assignment to the Sub-Chargor of the Lender's Rights;
<b>Initial Loan:</b>	the Initial Loan or, where the Loan Facility Agreement provides for a single Loan, the Loan to be made under the Loan Facility Agreement;
<b>Lender's Duties:</b>	all the duties, obligations and liabilities of the Lender under the Loan Facility Agreement and the Lender's Security (including, without limitation, any

liability arising under or pursuant to the Loan Facility Agreement and the Lender's Security) save for the obligation to advance the Initial Loan;

**Lender's Rights:** all the rights, title, interest and benefit of the Lender in, to and under the Loan Facility Agreement and the Lender's Security (including, without limitation, all claims arising under or pursuant to the Loan Facility Agreement and the Lender's Security);

**Lender's Security:** the Legal Charge;

**Loan Facility Agreement:** the loan facility agreement made between Mint and the Borrower on the terms set out in and referred to in the Facility Document;

**Mint:** Mint Property Finance Limited, incorporated and registered in England and Wales with company number 09228238, whose registered office is at Peel House, 30 The Downs, Altrincham, WA14 2PX

**Primary Property:**

Administrative Area	City of Peterborough
Description	196 Dogsthorpe Road, Peterborough PE1 3PB
Tenure	Freehold
Title Number	CB20527;
Administrative Area	City of Peterborough
Description	219 Gladstone Street, Peterborough PE1 2BP
Tenure	Freehold
Title Number	CB49923;
Administrative Area	City of Peterborough
Description	28 Calcot Street, Hampton Hargate, Peterborough PE7 8DB;
Tenure	Freehold
Title Number	CB366779; and
Administrative Area	Cambridgeshire:Fenland
Description	33, 35 and 37 Walkers Court, London Street, Whittlesey PE7 1BT
Tenure	Freehold
Title Number	CB242598;

**Property:** the Primary Property;

**Sub-Chargor's Obligations:** all monies, obligations and liabilities owed by the Sub-Chargor to the Sub-Chargee, whether now or in the future, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Funding Agreement or this deed,

including all interest accruing in respect of such monies, obligations or liabilities, both before and after any default or judgment.

1.2 In this deed, any reference to:

- (a) the "**Sub-Chargor**" or the "**Sub-Chargee**" shall be construed so as to include its successors in title, permitted assignees and permitted transferees whether immediate or derivative;
- (b) the Property shall include a reference to any part of the Property;
- (c) an agreement or instrument is a reference to that agreement or instrument as amended, varied, supplemented or novated from time to time;
- (d) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (e) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (f) a provision of law is a reference to that provision as amended or re-enacted from time to time;
- (g) the singular includes the plural and vice versa;
- (h) one gender shall include a reference to the other genders unless the context requires otherwise.

1.3 In this deed:

- (a) any phrase introduced by the term "**include**", "**including**", "**in particular**" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding such term or expression;
- (b) headings are for ease of reference only.

## **2 Covenant to pay**

The Sub-Chargor shall pay to the Sub-Chargee and discharge the Sub-Chargor's Obligations when they become due.

## **3 Charge**

The Sub-Chargor:

- 3.1 charges at law with payment of the Sub-Chargor's Obligations the indebtedness of the Borrower secured by the Legal Charge;
- 3.2 charges at law with payment of the Sub-Chargor's Obligations the indebtedness of the Borrower secured by any part of the Lender's Security to the extent that it is not the subject of a legal sub-charge under clause 3.1; and
- 3.3 charges by way of equitable charge with payment of the Sub-Chargor's Obligations each and every part of the Lender's Security, to the extent that any such part of the Lender's Security is not the subject of a legal sub-charge under clause 3.1 or clause 3.2 above.

## **4 Sub-Chargee no obligation to enforce**

Notwithstanding and without prejudice to the statutory rights of the Sub-Chargee under section 53 of the Land Registration Act 2002, the Sub-Chargee shall be under no obligation to take any steps to call in or to enforce any security for payment of the money secured by the Legal Charge or any of the Lender's Security or any part of it and shall not be liable for any loss arising from any omission on its part to take any such steps.

## **5 Insurance**

The Sub-Chargor will use reasonable endeavours to ensure that the Borrower complies with the Borrower's covenants in the Legal Charge to insure and keep insured the Property for its full reinstatement cost.

## **6 Powers of the Sub-Chargee**

6.1 Section 103 of the Law of Property Act 1925 shall not apply and the Sub-Chargee may exercise its power of sale and other powers under that Act or the Land Registration Act 2002 or any Act at any time after:

- (a) there has been any breach by the Sub-Chargor of any of the terms of the Funding Agreement;
- (b) there has been any breach by the Sub-Chargor of any of the terms of this deed;
- (c) the Sub-Chargor is presented with a winding up petition which is not withdrawn or dismissed within 7 days after the date of its presentation or the Sub-Chargee receives notice of the appointment of, or of a proposal or an intention to appoint, an administrator of the Sub-Chargor.

6.2 The Sub-Chargee will not be liable to account to the Sub-Chargor as mortgagee in possession for any money not actually received by the Sub-Chargee.

## **7 Preservation of other Security Interests and Further Assurance**

7.1 This deed is in addition to any other Security Interest present or future held by the Sub-Chargee for the Sub-Chargor's Obligations.

7.2 The Sub-Chargor shall, at the Sub-Chargor's own cost, at the Sub-Chargee's request execute any deed or document and/or take any action required by the Sub-Chargee to perfect this deed or further to secure on the Property and the Lender's Security the Sub-Chargor's Obligations.

## **8 Memorandum and articles of association**

The Sub-Chargor certifies that this deed does not contravene the Sub-Chargor's memorandum and articles of association.

## **9 Enforcement of Loan Facility Agreement and Lender's Security**

The Sub-Chargor shall take reasonable and appropriate steps to enforce the terms of the Loan Facility Agreement and Lender's Security.

## **10 Notices**

Any notice or demand by either the Sub-Chargor or the Sub-Chargee may be sent in accordance with the provisions of the Funding Agreement as to notices.

## **11 Governing Law**

This deed shall be governed by and construed exclusively in accordance with English law. The validity, construction and performance of this deed and all other rights and liabilities arising in connection with it shall be subject to the exclusive jurisdiction of the High Court of Justice Manchester District Registry or Manchester County Court as appropriate, to which the parties submit. Each party waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

## **12 Severance**

Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such



provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

### **13 Execution**

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by:

Jason Graham Moores

as attorney for



**MINT BRIDGING LIMITED**

under a power of attorney dated 14 April 2021

in the presence of:



name of witness:

EUAN TYLER

address of witness:

FLAHIVE LAW LIMITED

occupation of witness:

SUITE C  
63A ALDERLEY ROAD  
WILMSLOW, CHESHIRE  
SK9 1NZ

PARALEGAL

Executed as a deed by:

**RICAN SECURITIES LIMITED**

Acting by a director

in the presence of:

name of witness:

address of witness:

occupation of witness:

Executed as a deed by:

**RMR CAPITAL LIMITED**

Acting by a director

in the presence of:

name of witness:

address of witness:

occupation of witness: