



Registration of a Charge

Company Name: **MINT BRIDGING LIMITED**

Company Number: **07567483**



Received for filing in Electronic Format on the: **05/07/2023**

XC74AFFT

Details of Charge

Date of creation: **23/06/2023**

Charge code: **0756 7483 1033**

Persons entitled: **DENNIS EDWARD MYERS**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

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: **RONALD FLETCHER BAKER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7567483

Charge code: 0756 7483 1033

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2023 and created by MINT BRIDGING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2023 .

Given at Companies House, Cardiff on 6th July 2023

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**

DENNIS EDWARD MYERS

(1)

- and -

MINT BRIDGING LIMITED

(2)

**SUB-CHARGE OF LENDER'S SECURITY
(DENNIS MYERS FUNDER)**

THIS DEED is dated

23 June

2023

PARTIES:

- (1) **DENNIS EDWARD MYERS** Bishops Hall, New Road, Lambourne End, Romford, Essex RM4 1AJ (the "Funder"); and
- (2) **MINT BRIDGING LIMITED** incorporated and registered in England and Wales with company number 07567483 of Peel House, 30 The Downs, Altrincham, Cheshire WA14 2PX ("Mint").

1 Definitions And Interpretation

1.1 In this deed:

Acceleration Event means service by the Funder on Mint of a written notice under clause 12.2(b) of the Funding Agreement declaring the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents, to be immediately due and payable, whether or not such notice also declares all other amounts accrued or outstanding from Mint to the Funder on any account with the Funder, to be immediately due and payable;

Borrower means Fern Homes Ltd

Borrower's Facility Document means the document with the date of offer 12 June 2023 setting out MPFL's offer to make a loan facility of £262,500.00 available to the Borrower and the Borrower's acceptance of that offer;

Borrower's Loan Agreement means the loan agreement made between MPFL and the Borrower on the terms set out in and referred to in the Borrower's Facility Document;

Charged Property means all the assets, property and undertaking for the time being subject to any Security created by this deed (and references to the Charged Property shall include references to any part of it/each);

Delegate means any person appointed by the Funder or any Receiver under Clause 14 and any person appointed as attorney of the Funder, Receiver or Delegate;

Expenses means all reasonable and properly incurred expenses, incurred by the Funder or any Receiver at any time in connection with the Property, the Charged Property, the Lender's Security or Mint's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the Security created by this deed or in exercising any power under this deed;

Event of Default means an Event of Default as defined in the Funding Agreement;

Finance Documents means the Finance Documents as defined in the Funding Agreement;

Funding Agreement means the funding agreement dated the date of this deed between Mint and the Funder;

Interest means interest at the rate(s) charged to Mint by the Funder from time to time pursuant the Funding Agreement;

Lender means MPFL or any transferee or assignee from time to time of the Lender's Rights;

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

Lender's Security	means the "Debenture" as defined in the Borrower's Facility Document and the guarantee(s) given by the "Guarantor" (if any), as defined in the Borrower's Facility Document, in respect of the Borrower's obligations under the Borrower's Loan Agreement;
Loan	means the Loan as defined in the Funding Agreement;
Mint's Obligations	means all present and future monies, obligations and liabilities of Mint to the Funder together with the Funder's charges, Interest and Expenses under this deed and/or the Funding Agreement;
MPFL	means 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	means [insert address, title number, and administrative area for the/each Primary Property and state whether it/each is freehold or leasehold];
Property	means the Primary Property and any Supplemental Property (and references to the Property shall include references to any part of it/each);
Receiver	means any person who is appointed by the Funder to be the receiver or receiver and manager of or over the Property or the Charged Property or any other asset or assets of Mint;
Security	means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect; and

1.2 Any reference in this deed to:

- (a) **"Mint"** or the **"Funder"** shall be construed so as to include its successors in title, permitted assigns and permitted transfers;
- (b) the **"Funding Agreement"** or any other agreement or instrument is a reference to the Funding Agreement or other agreement or instrument as amended, varied, supplemented or novated from time to time;
- (c) **"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;
- (d) 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; and
- (e) a provision of law is a reference to that provision as amended or re-enacted.

1.3 An Event of Default is **"continuing"** if it has not been waived or remedied.

2 Covenant to pay

Mint shall, on demand, pay to the Funder and discharge Mint's Obligations as and when they become due.

3 Charge

As continuing Security for the payment of Mint's Obligations, Mint, with full title guarantee, charges in favour of the Funder the Lender's Security and the principal money secured by the Lender's Security and all interest on it due or to become due and the benefit of all Security for the payment of it.

4 Insurance and other Receipts

- 4.1 Mint will hold in trust for the Funder all money received by Mint under any insurance of the Property and any other money received by Mint under, or in connection with, the Funding Agreement and/or the Property unless or until applied in making good or recouping expenditure in respect of loss or damage for which such money is received.

5 Restrictions

Mint agrees that the Funder may apply for a restriction in standard form T to be entered on any and each registered title to or included in the Property if Mint has a legal charge over that title, as follows:

"No disposition by the proprietor of the registered charge dated [] referred to above is to be registered without a written consent signed by the proprietor for the time being of the sub-charge dated [] 201[*] in favour of [PLEASE INSERT DETAILS OF THE FUNDER] or their conveyancer".

6 Powers of the Funder

- 6.1 The Security constituted by this deed shall be enforceable at any time after an Acceleration Event.
- 6.2 After an Acceleration Event, the Funder may enforce all or any part of the Security constituted by this deed at such times and in the manner and on such terms as it thinks fit including, without limitation, the appointment of a Receiver of all or any part of the Charged Property and the exercise of any of the powers under this deed.
- 6.3 Section 103 of the Law of Property Act 1925 (the "LPA") does not apply to the Security constituted by this deed and the power of sale under section 101 LPA and all other powers conferred on the Funder and any Receiver by this deed shall operate as a variation and extension of the statutory powers of sale and other powers under the LPA and such powers may be exercised at any time after an Acceleration Event.
- 6.4 The Funder will not be liable to account to Mint as mortgagee in possession for any money not actually received by the Funder.
- 6.5 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.
- 6.6 At any time after an Acceleration Event, Mint's statutory powers of leasing the Property may be exercised by the Funder and the Funder and any Receiver may, when and to the extent that Mint has power to do so under the Lender's Security, make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by sections 99 or 100 of the LPA.
- 6.7 The protection given to purchasers and persons dealing with a Receiver by the LPA will apply to purchasers and any other persons dealing with the Funder or any Receiver and no purchaser or other person dealing with the Funder or any Receiver will be bound to see or inquire whether the right of the Funder or any Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Funder or any Receiver in such exercise or dealings or whether any amount remains secured by this deed.
- 6.8 The powers conferred by this deed on the Funder are in addition to and not in substitution for the powers conferred on sub-chargees under section 53 of the Land Registration Act 2002 and on mortgagees and mortgagees in possession under the LPA, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this deed the terms of this deed will prevail.

7 Power of Attorney

- 7.1 After an Acceleration Event, Mint irrevocably appoints the Funder, every Receiver and every Delegate separately to be the attorney of Mint and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:
- (a) Mint is required to execute and do under this deed;
 - (b) may be required to take continue or defend any proceedings; or
 - (c) any attorney deems proper or necessary in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Funder, any Receiver or any Delegate.
- 7.2 Mint ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 7.1.

8 Preservation of other Security and Rights and Further Assurance

- 8.1 This deed is in addition to any other Security present or future held by the Funder for Mint's Obligations.
- 8.2 Mint will at its own cost at the Funder's request execute any deed or document and/or take any action required by the Funder to perfect the Security created by this deed or further to secure Mint's Obligations on the Property and the Charged Property.
- 8.3 The Security constituted by this Deed and the obligations of Mint contained herein and the rights and powers and remedies conferred on the Funder by this deed shall be in addition to and shall not be merged with nor in any way be prejudiced or affected by any Security or guarantee or judgment or order, right of recourse or other right whatsoever (whether contractual, legal or otherwise) now or at any time hereafter held by the Funder or any other person nor by:
- (a) any time, waiver, indulgence, consent or concession which the Funder may grant to or the terms of any composition or agreement that the Funder may enter into with Mint; or
 - (b) any release or intermediate payment or discharge of Mint's Obligations; or
 - (c) any amendment, novation, supplement, extension or replacement (however fundamental and whether more or less onerous) of Mint's Obligations; or
 - (d) any legal limitation, disability, incapacity or lack of legal personality or power or authority on the part of Mint; or
 - (e) any unenforceability, illegality or invalidity of Mint's Obligations or any obligations owed by Mint; or
 - (f) any liquidation, winding up, dissolution, amalgamation, reconstruction, reorganisation, bankruptcy, administration or voluntary arrangement of Mint or the appointment of any receiver or liquidator or trustee in bankruptcy in respect of the property or business or assets of Mint (or the equivalent of such proceedings, appointments or matters in any jurisdiction) or the occurrence of any other circumstances affecting the liability of Mint.

9 Undertakings

- 9.1 Mint undertakes to the Funder as follows:
- (a) not to create or permit to subsist any Security over:
 - (i) the Charged Property; or
 - (ii) the Property (except any prior ranking Security over the Property disclosed to the Funder prior to the date of this Deed or in respect of any Security in favour of the Funder),in each case without the prior written consent of the Funder (such consent not to be unreasonably withheld or delayed).

- (b) not to transfer or otherwise dispose of all or any of the Lender's Rights or the Lender's obligations under the Borrower's Loan Agreement or the Lender's Security, or agree to do so without the prior written consent of the Funder; and
- (c) not to permit any material variation to or material waiver of any of the provisions of the Lender's Security without the prior written consent of the Funder.

10 Reinstatement of security

If any payment or discharge or Security or any arrangement made in connection with Mint's Obligations is avoided or reduced for whatever reason (including without limitation under any laws relating to liquidation or administration or bankruptcy) the liability of Mint and the Security created by this deed shall continue as if there had been no payment, discharge, avoidance or reduction or arrangement and the Funder shall be entitled to recover the value or amount of the Security or payment as if the payment discharge or reduction had not occurred.

11 Receivers

11.1 Appointment

At any time after the Security constituted by this deed has become enforceable, or at the request of Mint, the Funder may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property.

11.2 Removal

The Funder may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Funder may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed which shall be due and payable immediately on its being paid by the Funder.

11.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Funder under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

11.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Funder despite any prior appointment in respect of all or any part of the Charged Property.

11.6 Agent of Mint

Any Receiver appointed by the Funder under this deed shall be the agent of Mint and Mint shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver save where and to the extent that the Receiver is appointed as a Receiver of the Property and is the agent of the mortgagor. Where a Receiver is the agent of Mint, the Receiver shall continue to be the agent of Mint until Mint goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Funder.

11.7 Removal and sale of chattels

The Funder or any Receiver (as the case may be) is irrevocably authorised as agent for Mint at any time after an Acceleration Event to use, remove, store, sell or otherwise deal with any moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of Mint situated at the Property (but without thereby becoming mortgagee in possession of the Property) and neither the Funder nor any Receiver shall be liable for any loss or damage occasioned to Mint. Mint shall indemnify the Funder and/or any such Receiver against all expenses incurred in relation to such items. The Funder or the Receiver (as the case may be) shall pay to Mint the net proceeds of sale arising from any sale of such items pursuant to the provisions of this clause 11.7 after deduction of the monies owing to the Funder.

12 Powers of Receiver

12.1 Powers additional to Statutory Powers

- (a) Any Receiver appointed by the Funder under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in Clause 12.2 to Clause 12.20.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by Clause 12 may be on behalf of Mint, the directors of Mint or himself.

12.2 Repair and develop the Property

A Receiver may, when and to the extent that Mint has power to do so under the Lender's Security, undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

12.3 Grant or accept surrenders of leases

A Receiver may, when and to the extent that Mint has power to do so under the Lender's Security, grant, or accept, surrenders of any leases or tenancies affecting the Property and grant any other interest or like right over the Property on any terms and subject to any conditions that he thinks fit.

12.4 Employ personnel and advisers

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms and subject to any conditions that he thinks fit. A Receiver may discharge any such person or any such person appointed by Mint.

12.5 Make and revoke vat options to tax

A Receiver may make, exercise or revoke any VAT option to tax that he thinks fit.

12.6 Charge for remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Funder may prescribe or agree with him.

12.7 Realise charged property

A Receiver may collect and get in the Charged Property or any part of it/each in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

12.8 Manage or reconstruct Mint's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying any business of Mint carried on at the Property.

12.9 Dispose of charged property

A Receiver may grant options and licences over all or any part of the Charged Property, grant any other interest or right over, sell, assign or lease (or concur in granting options and licences over all or any part of the Charged Property, granting any other interest or right over, selling, assigning or leasing) all or any of the Charged Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

12.10 Sever fixtures and fittings

A Receiver may, when and to the extent that Mint has power to do so under the Lender's Security, sever and sell separately any fixtures or fittings from the Property without the consent of Mint.

12.11 Give valid receipts

A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Property.

12.12 Make settlements

A Receiver may make any arrangement, settlement or compromise between Mint and any other person that he may think expedient.

12.13 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property that he thinks fit.

12.14 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 13.1, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by Mint under this deed.

12.15 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

12.16 Borrow

A Receiver may, for any of the purposes authorised by this Clause 12, raise money by borrowing from the Funder (or from any other person) either unsecured or on the Security of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Funder consents, terms under which that Security ranks in priority to this deed).

12.17 Redeem prior security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on Mint, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.18 Delegation

A Receiver may delegate his powers in accordance with this deed.

12.19 Absolute beneficial owner

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Property.

12.20 Incidental powers

A Receiver may do any other acts and things that he:

- (a) may consider desirable or necessary for realising any of the Charged Property;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) lawfully may or can do as agent for Mint.

13 Indemnity

- 13.1 Mint shall indemnify the Funder, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:
- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;
 - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the Security constituted by this deed; or
 - (c) any default or delay by Mint in performing any of its obligations under this deed.
- 13.2 Any past or present employee or agent may enforce the terms of this Clause 13 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

14 Delegation

- 14.1 The Funder or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under Clause 7).
- 14.2 The Funder and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.
- 14.3 Neither the Funder nor any Receiver shall be in any way liable or responsible to Mint for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

15 Memorandum and Articles of Association

Mint certifies that this deed does not contravene Mint's memorandum and articles of association.

16 Proceeds of Realisation

- 16.1 All monies received by the Funder, a Receiver or a Delegate under this deed after the Security constituted by this deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:
- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Funder (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;
 - (b) in or towards payment of or provision for Mint's Obligations in any order and manner that the Funder determines; and
 - (c) once Mint's Obligations have been discharged in full, in payment of the surplus (if any) to Mint or any other person entitled to it.
- 16.2 Neither the Funder, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of Mint's Obligations.
- 16.3 All monies received by the Funder, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of Mint's Obligations):
- (a) may, at the discretion of the Funder, Receiver or Delegate, be credited to any suspense or securities realised account;
 - (b) shall bear interest, if any, at the rate agreed in writing between the Funder and Mint; and

(c) may be held in that account for so long as the Funder, Receiver or Delegate thinks fit.

17 Immediate Recourse

Mint waives any right it may have to require the Funder to enforce any Security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against Mint.

18 Assignment and Transfer

- 18.1 This deed and the rights and obligations under it may only be assigned, novated, transferred or otherwise disposed of or held in trust in accordance with the terms of the Funding Agreement.
- 18.2 The Funder may disclose to any actual or proposed assignee or transferee any information in its possession that relates to Mint, the Charged Property and this deed that the Funder considers appropriate.

19 Notices

Any notice or demand by either Mint or a Funder may be sent to their respective addresses as stated on page 2 and shall be deemed served on the second business day after posting by recorded delivery only.

20 Governing Law


This deed shall be governed by and construed exclusively in accordance with the law of England and Wales. 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 Courts of England and Wales, 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.

21 Interpretation

- 21.1 The expressions **Mint** and **Funder** where the context admits include their respective successors in title, transferees and assigns.
- 21.2 Where the context admits, a reference to the **Property** includes any part of it/each.
- 21.3 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.

In Witness Whereof this deed has been duly executed and delivered as a deed

Signed and Delivered as a deed by)
Paul Cain as attorney for)
MINT BRIDGING LIMITED)
in the presence of:)



as attorney for Mint Bridging Limited

Witness signature  _____

Witness name (print) PAULA GAO

Witness Occupation (print) Ronald Fletcher Baker LLP

Witness Address (print) 326 OLD STREET
LONDON
EC1V 9DR