



Registration of a Charge

Company Name: **MINT BRIDGING LIMITED**

Company Number: **07567483**



XC8WS30G

Received for filing in Electronic Format on the: **31/07/2023**

Details of Charge

Date of creation: **27/07/2023**

Charge code: **0756 7483 1039**

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 1039

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2023 and created by MINT BRIDGING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2023 .

Given at Companies House, Cardiff on 1st August 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

- and -

(1)

MINT BRIDGING LIMITED

(2)

**ASSIGNMENT
(THIRD PARTY FUNDER)**

THIS DEED is dated

27 July

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;
Assigned Assets	means the Lender's Rights and the Related Rights;
Borrower	means 2 Tower Road Limited
Borrower's Facility Document	means the document with the date of offer 11 June 2023 setting out MPFL's offer to make a loan facility of £275,000.00 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;
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
Expenses	means all reasonable and properly incurred expenses, incurred by the Funder at any time in connection with the Assigned Assets or Mint's Obligations or in taking or perfecting this deed or in preserving defending or enforcing this deed or in exercising any power under this deed;
Event of Default	means an Event of Default as defined in the Funding Agreement;
Funding Agreement	means the funding agreement between Mint and the Funder dated on or about the date hereof;
Interest	means interest at the rate(s) charged to Mint by the Funder from time to time pursuant to 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;

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 The freehold property known as 2 Tower Road, Writtle, Chelmsford, CM1 3NR, Land Registry title number EX601666 and the freehold property known as Oxney Garage, 212 Ongar Road, Writtle, Chelmsford CM1 3NY, Land Registry title number EX792373 and the freehold property known as Land adjoining 2 Tower Road, Writtle, Chelmsford CM1 3NR, Land Registry title number EX895516 and the freehold property known as Land adjoining 214 Ongar Road, Writtle, Chelmsford CM1 3NY, Land Registry title number EX791370
Property	means the Primary Property and any Supplemental Property;
Related Rights	means, in relation to any and all of the Lender's Rights: <ul style="list-style-type: none"> (a) any and all proceeds of enforcement and/or realisation; (b) any and all related rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title; and (c) any and all monies and proceeds paid or payable.
Security	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.

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"**, the **"Borrower's Loan Agreement"** or the **"Lender's Security"** or any other agreement or instrument is a reference to the Funding Agreement, Borrower's Loan Agreement or Lender's Security or other agreement or instrument as amended, varied, supplemented or novated from time to time;
- (c) the **"Property"** includes any part of it;
- (d) a/**any "Finance Document"**, the **"Loan"**, the **"Security Documents"** or any other capitalised term not otherwise defined in this deed shall have the meaning given to that term in the Funding Agreement;
- (e) **"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;
- (f) 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
- (g) 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.

1.4 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.

2 Covenant to pay

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

3 Assignment by way of security

As a continuing security for the payment and discharge of Mint's Obligations, Mint assigns and agrees to assign absolutely (subject to a proviso for reassignment on irrevocable discharge in full of Mint's Obligations) all its present and future right, title and interest in and to:

- (a) the Lender's Rights; and
- (b) all Related Rights.

To the extent that any Assigned Asset described in 3(a) or 3(b) above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Lender to any proceeds of such Assigned Asset.

4 Assigned Assets

The Funder is not obliged to take any steps necessary to preserve any Assigned Asset, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this deed.

5 Perfection of assignment

- 5.1 At any time following an Acceleration Event, Mint shall deliver (or procure delivery) to the Funder and the Borrower, and to any guarantor and/or third party provider of security included in the Lender's Security notice of assignment substantially in the applicable form(s) set out in the Schedule to this deed (Forms of Notice of Assignment of Assigned Assets) duly executed by it promptly upon request by the Funder.
- 5.2 Neither Mint nor the Funder shall give to the Borrower or to any guarantor or third party provider of security included in the Lender's Security any notice of assignment of any or all of the Assigned Assets to the Funder unless or until the occurrence of an Acceleration Event.

6 Dealing with Assigned Assets

- 6.1 Until Mint delivers notices of assignment pursuant to clause 5.1 above, Mint shall, and shall remain liable to, perform all the obligations of Mint under the Borrower's Loan Agreement and the Lender's Security and the Funder is under no obligation of any kind whatsoever under the Borrower's Loan Agreement and the Lender's Security nor under any liability whatsoever in the event of any failure by Mint to perform its obligations under the Borrower Loan Agreement and the Lender's Security.
- 6.2 Mint undertakes to the Funder:
 - (a) not to create or permit to subsist any Security in respect of its right, title and interest in and to the Assigned Assets (other than in favour of the Funder) without the prior written consent of the Funder;
 - (b) not to transfer or otherwise dispose of any Assigned Asset or all or any of its rights or obligations under it, or agree to do so without the prior written consent of the Funder; and
 - (c) to provide the Funder with all reasonable assistance that it might reasonably request in effecting any appropriate registration to protect the Funder's position under this deed.

7 Power of Attorney

- 7.1 When an Event of Default is continuing, Mint irrevocably appoints the Funder 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 desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Funder.

- 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 assignments under this Deed.

9 Indemnity

- 9.1 Mint shall indemnify the Funder and his 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 him arising out of or in connection with:
- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in him under this Deed or by law in respect of the Assigned Assets;
 - (b) any default or delay by Mint in performing any of its obligations under this Deed.
- 9.2 Any past or present employee or agent may enforce the terms of this Clause 9 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

10 Delegation

- 10.1 The Funder 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 or any of its rights in respect of the Assigned Assets (including the power of attorney granted under Clause 7).
- 10.2 The Funder may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.
- 10.3 The Funder shall not 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.

11 Memorandum and Articles of Association

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

12 Assignment and Transfer

- 12.1 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.
- 12.2 The Funder may disclose to any actual or proposed assignee or transferee any information in its possession that relates to any Assigned Asset and this deed that the Funder considers appropriate.

13 Notices

- 13.1 Any notice, demand or other communication to be sent by Mint to the Funder under or for the purposes of this deed must be sent either by recorded delivery to the address given for the Funder at the beginning of this deed or to such replacement address as the Funder may notify to Mint from time to time or by email to dem@bishops-hall.com or to such replacement email address as the Funder may notify to Mint from time to time.
- 13.2 Any notice, demand or other communication to be sent by the Funder to Mint under or for the purposes of this deed must be sent either by recorded delivery to the address given for Mint at the beginning of this deed or to such replacement address as Mint may notify to the Funder from time to time or by email to both

andrew.lazare@mintbridging.co.uk and paul@mintbridging.co.uk or to such replacement email addresses as Mint may notify to the Funder from time to time.

- 13.3 Any such notice, demand or other communication shall be deemed served, if sent by recorded delivery, on the second Business Day after posting or, if sent by email, on the day it is sent or, if that is not a Business Day, on the next Business Day.

14 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.

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

SCHEDULE

1. FORM OF NOTICE TO BORROWER OF ASSIGNMENT OF ASSIGNED ASSETS

To: 2 Tower Road Limited

Date:

Dear Sirs,

We hereby give you notice that we have assigned to Dennis Myers ("**Funder**") pursuant to an assignment entered into by us in favour of the Funder dated 2023 (the "**Assignment**") all our right, title and interest in and to the loan agreement (the "**Borrower's Loan Agreement**") and the freehold property known as 2 Tower Road, Writtle, Chelmsford, CM1 3NR, Land Registry title number EX601666 and the freehold property known as Oxney Garage, 212 Ongar Road, Writtle, Chelmsford CM1 3NY, Land Registry title number EX792373 and the freehold property known as Land adjoining 2 Tower Road, Writtle, Chelmsford CM1 3NR, Land Registry title number EX895516 and the freehold property known as Land adjoining 214 Ongar Road, Writtle, Chelmsford CM1 3NY, Land Registry title number EX791370 (the "**Lender's Security**") including all monies which may be payable to us in respect of the Borrower's Loan Agreement and the Lender's Security.

With effect from the date of your receipt of this notice:

- (a) all payments by you to us under or arising from the Borrower's Loan Agreement or the Lender's Security should be made to the Funder;
- (b) upon your receipt of this notice:
 - (i) all remedies provided for in the Borrower's Loan Agreement and the Lender's Security or available at law or in equity are exercisable by the Funder;
 - (ii) all rights to compel performance of the Borrower's Loan Agreement and the Lender's Security are exercisable by the Funder; and
 - (iii) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Borrower's Loan Agreement and the Lender's Security belong to the Funder to the exclusion of Mint Bridging Limited and no changes may be made to the terms of the Borrower's Loan Agreement or the Lender's Security without the prior consent of the Funder;
- (c) you are authorised and instructed, without requiring further approval from us, to provide the Funder with such information relating to the Borrower's Loan Agreement and the Lender's Security as he may from time to time request and to send him copies of all notices issued by you under the Borrower's Loan Agreement or the Lender's Security to the Funder as well as to us; and
- (d) these instructions may not be revoked, nor may the terms of the Borrower's Loan Agreement and the Lender's Security be amended, varied or waived without the prior written consent of the Funder.

This notice and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Funder at Bishops Hall, New Road, Lambourne End, Romford, Essex RM4 1AJ marked for the attention of Dennis Myers.

Yours faithfully

.....
For and on behalf of
Mint Bridging Limited

To: **DENNIS EDWARD MYERS** Bishops Hall, New Road, Lambourne End, Romford, Essex RM4 1AJ (the "**Funder**")

Date:

We/I* acknowledge receipt of a notice in the terms set out above and confirm that we/I* have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Loan Documents other than notice of the assignment and transfer to Mint Bridging Limited. We/I* confirm that we/I" will comply with the terms of the notice set out above.

We/I* further confirm that following receipt of that notice, no amendment, waiver or release of any of such rights, interests and benefits arising under the Loan Documents shall be effective without the prior written consent of the Funder, unless it is of a minor technical or non-operational nature or in any way which could not be reasonably expected materially and adversely to affect the interests of the Funder.

For and on behalf of 2 Tower Road Limited

By:

** delete as appropriate*

2. FORM OF NOTICE TO GUARANTOR OF ASSIGNMENT OF ASSIGNED ASSETS

To Boris George Hermon White and Simon James Upton

Date:

Dear Boris George Hermon White and Simon James Upton

We hereby give you notice that we have assigned to Dennis Myers ("**Funder**") pursuant to an assignment entered into by us in favour of the Funder dated 2023 (the "**Assignment**") all our right, title and interest in and to the freehold property known as 2 Tower Road, Writtle, Chelmsford, CM1 3NR, Land Registry title number EX601666 and the freehold property known as Oxney Garage, 212 Ongar Road, Writtle, Chelmsford CM1 3NY, Land Registry title number EX792373 and the freehold property known as Land adjoining 2 Tower Road, Writtle, Chelmsford CM1 3NR, Land Registry title number EX895516 and the freehold property known as Land adjoining 214 Ongar Road, Writtle, Chelmsford CM1 3NY, Land Registry title number EX791370 the "**Borrower's Loan Agreement**") and your guarantee of the Borrower's Loan Agreement (the "**Guarantee**").

With effect from the date of your receipt of this notice:

- (a) all payments by you to us under or arising from the Borrower's Loan Agreement and the Guarantee should be made to the Funder;
- (b) upon your receipt of this notice:
 - (i) all remedies provided for in the Borrower's Loan Agreement and the Guarantee or available at law or in equity are exercisable by the Funder;
 - (ii) all rights to compel performance of the Borrower's Loan Agreement and the Guarantee are exercisable by the Funder; and
 - (iii) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Borrower's Loan Agreement and the Guarantee belong to the Funder to the exclusion of Mint Bridging Limited and no changes may be made to the terms of the Borrower's Loan Agreement or the Guarantee without the prior consent of the Funder;
- (c) you are authorised and instructed, without requiring further approval from us, to provide the Funder with such information relating to the Borrower's Loan Agreement and the Guarantee as he may from time to time request and to send him copies of any communications made by you in respect of the Borrower's Loan Agreement or the Guarantee to the Funder as well as to us; and
- (d) these instructions may not be revoked, nor may the terms of the Borrower's Loan Agreement and the Guarantee be amended, varied or waived without the prior written consent of the Funder.

This notice and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Funder at Bishops Hall, New Road, Lambourne End, Romford, Essex RM4 1AJ marked for the attention of Dennis Myers.

Yours faithfully

.....
For and on behalf of
Mint Bridging Limited

To: **DENNIS EDWARD MYERS** Bishops Hall, New Road, Lambourne End, Romford, Essex RM4 1AJ (the "Funder")

Date: [•]

We/I* acknowledge receipt of a notice in the terms set out above and confirm that we/I* have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Borrower's Loan Agreement and the Guarantee other than notice of the assignment and transfer to Mint Bridging Limited. We/I* confirm that we/I* will comply with the terms of the notice set out above.

We/I* further confirm that following receipt of that notice, no amendment, waiver or release of any of such rights, interests and benefits arising under the Borrower's Loan Agreement and the Guarantee shall be effective without the prior written consent of the Funder, unless it is of a minor technical or non-operational nature or in any way which could not be reasonably expected materially and adversely to affect the interests of the Funder.

For and on behalf of Boris George Hermon White and Simon James Upton

By:

** delete as appropriate*

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) _____

Witness Occupation (print) _____

Witness Address (print) _____


AIDAGASHI
Ronald Fletcher Baker LLP

326 OLD STREET

LONDON

EC1V 9DR

Signed and Delivered as a deed by)
DENNIS MYERS)
in the presence of:)

Witness signature _____

Witness name (print) _____

Witness Occupation (print) _____

Witness Address (print) _____

