



Registration of a Charge

Company Name: **MINT BRIDGING LIMITED**

Company Number: **07567483**



Received for filing in Electronic Format on the: **28/02/2022**

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Details of Charge

Date of creation: **10/02/2022**

Charge code: **0756 7483 0902**

Persons entitled: **CHARLES STREET COMMERCIAL INVESTMENTS LIMITED**

Brief description: **THE INDEBTEDNESS OF THE BORROWER SECURED BY THE LEGAL CHARGE, 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 EACH AND EVERY PART OF THE LENDER'S SECURITY, INCLUDING THE BENEFIT OF THE GUARANTEE, 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**

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: **JASON MOORES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7567483

Charge code: 0756 7483 0902

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th February 2022 and created by MINT BRIDGING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2022 .

Given at Companies House, Cardiff on 2nd March 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) CHARLES STREET COMMERCIAL INVESTMENTS LIMITED

SUB-CHARGE

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

10 February

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) **CHARLES STREET COMMERCIAL INVESTMENTS LIMITED** incorporated and registered in England and Wales with company number 01739793, whose registered office is at Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW (the "**Sub-Chargee**").

BACKGROUND:

- (A) By a deed of assignment dated on or around the date hereof 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 Agreements that the payments to be made by the Sub-Chargor to the Sub-Chargee under the Funding Agreements 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:

Borrower:	Decaj Homes Ltd (CRN: 13271236);
Facility Document:	the document with the Date of Offer 31st January 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;
Finance Documents:	the Facility Document, the Terms and Conditions, the Debenture and the Guarantee;
Funding Agreements:	the agreement dated on or around the date hereof by which the Sub-Chargee agreed to make a loan 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 [and to make further advances under the Loan Facility Agreement] together with any other agreements (past and future) by which the Sub-Chargee agreed to make loan facilities available to the Sub-Chargor;
Initial Loan:	the Initial Loan or, where the Loan Facility Agreement provides for a single Loan, the Loan to be made under the Loan Facility Agreement;

Lender's Duties:	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 Debenture and the Guarantee;	
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	HM LAND REGISTRY, TELFORD OFFICE
	Description	62 Thrale Road, London, SW16 1NY
	Tenure	Freehold
Property:	the Primary Property;	
Receiver:	any person who is appointed by the Sub-Chargee to be the Receiver and manager of or over the Lender's Security or any other asset or assets of the Sub-Chargor	
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 Agreements or this deed, including all interest, fees and any legal and other charges and expenses 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, [including the benefit of the Guarantee], 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. To the extent permitted under the Loan Facility Agreement and the [Legal Charge] [Debenture], the Sub-Chargor will hold in trust for the Sub-Chargee all money received under any insurance of the Property and any other receipts received by the Sub-Chargor under, or in connection with, the Funding Agreements and/or the Property.

6 Restrictions

The Sub-Chargor and the Sub-Chargee apply to the Land Registry for the following restriction in standard Form T to be entered on the Borrower's registered title to the Property:

"No disposition by the proprietor of the registered charge dated [] referred to above is to be registered without a written consent signed by the proprietors for the time being of the sub-charge dated [] in favour of Charles Street Commercial Investments Limited incorporated and registered in England and Wales with company number 01739793 of Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW".

7 Powers of the Sub-Chargee

- 7.1 The power of sale and other powers conferred by Section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall, as between the Sub-Chargee and a purchaser from the Sub-Chargee, arise on and be exercisable at any time after the execution of this deed, but the Sub-Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under this deed. The Sub-Chargee may, in its absolute discretion, enforce all or any part of the Sub-Chargee's security for the Sub-Chargor's obligations at the times, in the manner and on the terms it thinks fit, once the security constituted by this deed has become enforceable under this deed.
- 7.2 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 Agreements;
 - (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.
- 7.3 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.
- 7.4 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.

8 Protection of third parties

No purchaser or other person dealing with the Sub-Chargee or any Receiver shall be concerned to enquire:

- (a) whether any of the Sub-Chargor's Obligations have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Sub-Chargee or any Receiver is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Sub-Chargee or any Receiver is to be applied.

9 Privileges

Each Receiver and the Sub-Chargee is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 on mortgagees and receivers.

10 Relinquishing possession

If the Sub-Chargee or any Receiver enters into or takes possession of the Property, it or he may at any time relinquish possession.

11 Receivers

11.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Sub-Chargor, the Sub-Chargee 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 Sub-Chargee's security for the Sub-Chargor's obligations.

11.2 Removal

The Sub-Chargee 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 remuneration of any Receiver shall be a debt secured by this deed, which shall be due and payable immediately on its being paid by the Sub-Chargee.

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 Sub-Chargee under the Insolvency Act 1986, the Law of Property Act 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 Sub-Chargee despite any prior appointment in respect of all or any part of the Property.

11.6 Agent of the Sub-Chargor

Any Receiver appointed by the Sub-Chargee under this deed shall be the agent of the Sub-Chargor and the Sub-Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Sub-Chargor goes into liquidation or suffers bankruptcy and after that the Receiver shall act as principal and shall not become the agent of the Sub-Chargee.

12 Powers of Receiver

12.1 Powers additional to statutory powers

- (a) Any Receiver appointed by the Sub-Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in this deed.
- (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 herein may be on behalf of the Sub-Chargor, the directors of the Sub-Chargor or himself.

12.2 Employ personnel and advisers

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

12.3 Make and revoke VAT options to tax

A Receiver may exercise or revoke any VAT option to tax as he thinks fit.

12.4 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 Sub-Chargee may prescribe or agree with him.

12.5 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Sub-Chargor and any other person that he may think expedient.

12.6 Bring proceedings

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

12.7 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 15, 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 the Sub-Chargor under this deed.

12.8 Powers under the Law of Property Act 1925

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under the Law of Property Act 1925.

12.9 Redeem prior security

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

12.10 Incidental powers

A Receiver may do any other acts and things:

- (a) that he may reasonably consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; and
- (b) that he lawfully may or can do as agent for the Sub-Chargor.

13 Preservation of other Security Interests and Further Assurance

- 13.1 This deed is in addition to any other Security Interest present or future held by the Sub-Chargee for the Sub-Chargor's Obligations.
- 13.2 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, or, at any time when the [Legal Charge] [Debenture] and the Sub-Charge are enforceable, to facilitate the realisation of any of the Property or to facilitate the exercise of any right, power, authority or discretion exercisable by the Sub-Chargee or any Receiver in respect of any of the Property including (without limitation) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Property (whether to the Sub-Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

14 Costs

The Sub-Chargor shall promptly on demand pay to or reimburse the Sub-Chargee and any Receiver, all reasonable costs, charges, expenses, taxes and liabilities of any kind reasonably incurred by the Sub-Chargee or any Receiver in connection with:

- (a) enforcing (or attempting to do so) any of the Sub-Chargee's rights under this deed; or
- (b) taking proceedings for, or recovering, any of the Sub-Chargor's Obligations,

together with interest, which shall accrue and be payable from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up, administration, bankruptcy or insolvency of the Sub-Chargor).

15 Indemnity

The Sub-Chargor shall indemnify the Sub-Chargee and each Receiver, and their respective employees and agents, against all liabilities, reasonable costs, reasonable expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or reasonably 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 Property;
- (b) enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Sub-Chargor in performing any of its obligations under this deed.

16 Power of Attorney

- 16.1 By way of security, the Sub-Chargor irrevocably appoints the Sub-Chargee and any Receiver severally to be the attorney of the Sub-Chargor (with full power of substitution and delegation) in the Sub-Chargor's name, on the Sub-Chargor's behalf and as its act and deed, to sign or execute all deeds instruments and documents or take continue or defend any proceedings and do any acts and things that the Sub-Chargor is required to execute and do which may validly be required by the Sub-Chargee or any Receiver pursuant this deed.
- 16.2 The Sub-Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper, reasonable and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to herein.

17 Memorandum and articles of association

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

18 Enforcement of Loan Facility Agreement and Lender's Security

- 18.1 The Sub-Chargor shall take reasonable and appropriate steps to enforce the terms of the Loan Facility Agreement and Lender's Security.
- 18.2 The Sub-Chargor shall promptly give notice to the Sub-Chargee of any Event of Default under the Loan Facility Agreement as soon as the Sub-Chargor becomes aware that such Event of Default has occurred.
- 18.3 The Sub-Chargor shall keep the Sub-Chargee informed of the steps being taken by or on behalf of the Sub-Chargor under the Loan Facility Agreement following any Event of Default.

19 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 Agreements as to notices.

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 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.

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.

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

by Andrew Jonathan Lazare, a duly authorised director, in the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Address:

Witness Occupation:

