

MR01

Particulars of a charge

100990 / 23

laserform



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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge
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. It
must be scanned and placed on the public record. **Do not send the original**



A5M9P5W4

A24

20/12/2016

#203

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 7 9 2 2 2 7 3
Company name in full Capital Bridging Finance Solutions Limited

For official use
25
→ **Filing 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 d1 d5 m1 m2 y2 y0 y1 y6

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 Chara Development Limited

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

All the leasehold and freehold land being to the North of Eleanor Street, being registered at HM Land Registry under title numbers LA453035, LA936651 and LA453034

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

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 *M. W. C.* X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Clara Davies

Company name Mishcon de Reya LLP

Address Africa House

70 Kingsway

Post town London

County/Region

Postcode W C 2 B 6 A H

Country

Dx 37954 Kingsway

Telephone 0203 321 7000



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7922273

Charge code: 0792 2273 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2016 and created by CAPITAL BRIDGING FINANCE SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2016.

De

Given at Companies House, Cardiff on 29th December 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

CERTIFIED COPY

CERTIFIED THAT THIS IS A TRUE COPY OF THE ORIGINAL

Signed: AR ReynoldsName: ANCE REYNOLDSStatus: SOLICITOR Date: 19 12 2016Mishcon de Reya LLP, Africa House,
70 Kingsway, London WC2B 6AH**SUB CHARGE****Date:**

15 December 2016

Definitions:**Mortgagor:****CAPITAL BRIDGING FINANCE SOLUTIONS LTD** (Company Registration Number 7922273)**Company:****CHARA DEVELOPMENT LIMITED** whose registered office is at Palm Grove House, P O Box 438, Road Town, Tortola, VG 1110 British Virgin Islands**Interest:**

Interest at the rate(s) charged to the Mortgagor by the Company from time to time as per the loan agreement dated on or about the date hereof and made between the parties hereto (the Agreement)

Property:

All the leasehold and freehold land being the land to the north of Eleanor Street, Blackburn, being registered at HM Land Registry under title numbers LA453035, LA936651 and LA453034.

Mortgage:

A mortgage of the Property dated on or about the date hereof and granted by Father McKenzie Holdings Limited to the Mortgagor

Mortgagor's Obligations:

All the Mortgagor's liabilities to the Company by virtue of the said Agreement

Expenses:

All expenses (on a full indemnity basis) incurred by the Company or any Receiver at any time in connection with the Property the Mortgage or the Mortgagor'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 or otherwise with Interest from the date they are incurred

Required Currency:

The currency or currencies in which the Mortgagor's Obligations are expressed from time to time

Charge

- 1 The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges at law to the Company all principal interest or other money now and in the future secured by the Mortgage together with the benefit of the Mortgage and any other security now and in the future held by the Mortgagor for the same indebtedness

Repair Alteration and Insurance

- 21 The Mortgagor will procure that the Property is kept in good condition and comprehensively insured to the Company's reasonable satisfaction for its full reinstatement cost and in default the Company (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property. The Mortgagor will deposit with the Company the insurance policy or where the Company agrees a copy of it.
- 2 2 The Mortgagor will procure that no alteration is made to the Property which would require Planning Permission or approval under any Building Regulations without the prior written consent of the Bank.
- 2 3 The Mortgagor will hold in trust for the Company's all money received under any insurance of the Property and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations.

Restrictions on Charging Leasing Disposing and Parting with possession

- 31 The Mortgagor will not without the Company's prior written consent -
 - 3 1 1 Create or permit to arise any mortgage charge or lien on the Property or the Mortgage
 - 3 1 2 Grant or accept a surrender of any lease or licence of the Property
 - 3 1 3 Dispose of or part with or share possession or occupation of the Property
- 3 2 The Mortgagor applies and agrees that the Company's may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Mortgage is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Company's referred to in the Charges Register.

Powers of the Company

- 4 1 Section 103 of the Law of Property Act 1925 shall not apply and the Company may exercise its power of sale and other powers under that Act or the Land Registration Act 2002 or any other Act or this deed at any time after the date of this deed.
- 4 2 The Company will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Company.
- 4 3 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.

Memorandum and Articles of Association

- 5 If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association.

Notices

- 6 Any notice or demand by the Company may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Company or if the Mortgagor is
 - 6 1 1 A company may be served personally on any of its directors or its secretary
 - 6 1 2 A limited liability partnership may be served personally on any of its members
 - 6 2 A notice or demand by the Company by post shall be deemed served on the day after posting
 - 6 3 A notice or demand by the Company by fax shall be deemed served at the time of sending

Governing Law

7 This deed shall be governed by and construed in accordance with English law

Interpretation

- 8.1 The expressions "Mortgagor" and "Company" where the context admits include their respective successors in title and assigns**
- 8.2 If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Company of the other or others of them**
- 8.3 References to the "Property" include any part of it**
- 8.4 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Company may select**

Director

[illegible]

Signature _____ Director _____

C. Della *Bedrud*

**For IMF Management Services Ltd.
Corporate Directors**

being persons who, in accordance with the laws of that territory, are acting under the authority of the company in the presence of:

Benadette odvil

4th Floor, Palm Grove House
Road Town, Tortola
Virgin Islands (British) VG1110

In Witness of which this deed has been duly executed



Signed and Delivered as a Deed by
The Mortgagor acting by a Director
In the presence of

Director

MDaley

Witness' name in full

~~MDaley~~ MICHAEL DALEY

Signature

~~MICHAEL DALEY~~ MDaley

Address

~~MDaley~~ -

8 Crescent Green Anglin
L39 5DR

SIGNED as a deed for and on behalf of
CHARA DEVELOPMENT LIMITED a
company incorporated in the British Virgin
Islands by

being persons who, in accordance with the
laws of that territory, are acting under the
authority of the company in the presence of

Signature

Director

Print name

Witness' name in full

Signature

Address