

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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 the  
instrument. Use form M01.



\*AAD71800\*

A10 17/09/2021 #84

COMPANIES HOUSE

\*AACMNPXL\*

A07 08/09/2021 #266

COMPANIES HOUSE

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

WED  
THUR  
FRI  
SAT  
SUN

### 1 Company details

Company number 0 5 4 0 5 2 0 9

Company name in full Brio Property Limited

For official use

25

#### → Filling 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 0 6 0 9 2 0 2 1

### 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 Metro Bank Plc

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.

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Particulars of a charge

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**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

Flat 1, 20 Woodhouse Road, London N12 0RG

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**

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**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**

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**Trustee statement <sup>①</sup>**

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.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

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**Signature**

Please sign the form here.

Signature

Signature

X



X

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

# MRO1

## 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	Naureen Matlib
Company name	Percy Short & Cuthbert
Address	608 Holloway Road
Post town	London
County/Region	
Postcode	N 1 9 3 P H
Country	
DX	38653 Holloway
Telephone	020 7700 0265



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 5405209

Charge code: 0540 5209 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2021 and created by BRIO PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2021.

*21*

Given at Companies House, Cardiff on 23rd September 2021



**Companies House**



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

Dated

6<sup>th</sup> September

2021

(1) BRIO PROPERTY LIMITED

(2) METRO BANK PLC

## DEED OF SUBSTITUTED SECURITY

We hereby certify this as a true copy of the original

PSC  
PERCY SHORT & CUTHBERT SOLICITORS  
603 HOLLOWAY ROAD, LONDON N19 3PH

Date

16.9.21

THIS DEED is dated                      of                      2021

is made between

- (1) **Brio Property Limited**, a company incorporated and registered in England and Wales with registered number **05405209** whose registered office is at 24 Arlington, London N12 7JR (the **Chargor**); and
- (2) **METRO BANK PLC** incorporated and registered in England and Wales with registered number 6419578 whose registered office is at One Southampton Row, London, WC1B 5HA (the **Lender**).

#### **BACKGROUND**

- (A) The Chargor and the Lender entered into the Original Security Document under which the Chargor with Full Title Guarantee mortgaged the Released Property to the Lender as continuing security for the payment and discharge of all monies and other obligations and liabilities secured by the Original Security Document.
- (B) The Chargor and the Lender have agreed that the Released Property shall be released from the Original Security Document and that the Substituted Property shall be substituted as security in place of the Released Property according to the terms of this Deed.
- (C) This Deed is supplemental to the Original Security Document.

#### **AGREED TERMS**

##### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Deed.

##### **1.1 Definitions:**

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Full Title Guarantee** has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.

**Original Security Document:** the legal mortgage dated 1<sup>st</sup> October 2018 relating to the Released Property and made between the Lender and the Chargor.

**Released Property:** the property described in Schedule 1 together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets and the benefit of all warranties guarantees or other agreements from time to time relating to the Property or any such buildings or fixtures.

**Security:** means the security constituted by the Original Security Document and any other security created or constituted by the Chargor pursuant to or in compliance with the requirement made pursuant to the Original Security Document.

**Substituted Property:** the property described in Schedule 2 together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets and the benefit of all warranties guarantees or other agreements from time to time relating to the Property or any such buildings or fixtures.

- 1.2 Save where a term is defined in clause 1.1, the terms defined in the Original Security Document shall have the same meaning when used in this Deed.
- 1.3 In this Deed, unless the context otherwise requires:
- (a) references in the Original Security Document to "this Deed" shall be to the Original Security Document as amended by this Deed;
  - (b) any reference to a clause, sub-clause, schedule or party is to a clause, sub-clause or, or schedules or party to, this Deed;
  - (c) all references to a statute shall be construed as including references to:
    - (i) any statutory modification, consolidation or re-enactment (whether before or after the date of this Deed) for the time being in force;
    - (ii) all statutory instruments or orders made pursuant to that statute; or
    - (iii) any statutory provisions of which it is a consolidation, re-enactment or modification;
  - (d) any phrase introduced by the terms 'including', 'include, in particular' or any similar expression is illustrative only and does not limit the sense of the words preceding those terms;
  - (e) any reference in this Deed or to any other agreement or document shall be construed as references to this Deed or, as the case may be, such other agreement or document, in each case as amended, supplemented, restated or novated from time to time;
  - (f) a reference to the singular includes the plural and vice versa; and
  - (g) any reference to any person shall be construed as a reference to that person's successors and assigns.
- 1.4 The headings in this Deed are inserted for convenience only and do not affect the interpretation of this Deed.
- 1.5 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.6 *If there shall be more than one person named as the Chargor in this Deed, then the liabilities and obligations of such persons under this Deed shall be joint and several and references to the Chargor in this Deed shall be construed as references to all such persons or to each or any of them, as the context admits.*

## **2. ORIGINAL SECURITY**

- 2.1 This deed is supplemental to the Original Security Document by which the Released Property was mortgaged by the Chargor to the Lender to secure payment and discharge to the Lender of all monies and other obligations and liabilities to which the Original Security Document refers.
- 2.2 The benefit of the Security created by the Original Security Document is vested in the Lender.
- 2.3 The Chargor represents and warrants that it is registered at the Land Registry as the registered proprietor of the Substituted Property with title absolute.

## **3. RELEASE**

In consideration of the security created by clause 4.1, the Lender absolutely, irrevocably and unconditionally releases the Security created by the Chargor over the Released Property under the Original Security Document.

## **4. SUBSTITUTED SECURITY**

- 4.1 In consideration of the release contained in clause 3, the Chargor with Full Title Guarantee, charges as further and continuing security for the payment and discharge of all monies and other obligations and liabilities secured by the Original Security Document:
- (a) by way of legal mortgage the Substituted Property;
  - (b) by way of fixed charge all present and future estates, interests, rights and benefits belonging to or ensuring to the Chargor under the terms of any lease granted in respect of the Substituted Property;
  - (c) way of fixed charge all the goodwill of any business or undertaking conducted at the Substituted Property; and
  - (d) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Deed on or in or used in connection with the Substituted Property or the business or undertaking conducted at the Substituted Property (but not including any belonging to any tenant).
- 4.2 As further and continuing security for the payment and discharge of all monies and other obligations and liabilities secured by the Original Security Document the Chargor assigns and covenants to assign absolutely to the Lender with Full Title Guarantee all its right title interest and benefit in and to all rents licence fees and other moneys present or future and whether payable now or in the future and the proceeds of any lease or licence of or in respect of the Substituted Property and all rights and claims of the Chargor against all lessees, sub-lessees, licensees or occupiers of the Substituted Property or other third parties in relation to the Substituted Property provided that nothing in this sub-clause shall constitute the Lender as a mortgagee in possession.

- 4.3 All the provisions in the Original Security Document shall apply to the Substituted Property as if the Substituted Property had been mortgaged by the Original Security Document.
- 4.4 The Chargor confirms, acknowledges and agrees that the Original Security Document ranks as continuing security for the payment and discharge of the secured liabilities referred to in clause 4.1 and 4.2, including, without limitation, all present and future monies, obligations and liabilities owed by the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under, or in connection with, this Deed and the Substituted Property.
- 4.5 The Lender covenants with the Chargor that it shall perform its obligations to make advances under the Original Security Document (including any obligation to make available further advances).

**5. REGISTRATION AT COMPANIES HOUSE AND THE LAND REGISTRY**

- 5.1 The Lender shall promptly deliver to the Chargor or the Chargor's solicitor an executed DS1 prepared by the Chargor's solicitor relating to the release of the Released Property from the Original Security Document.
- 5.2 The Chargor will deliver promptly to the Registrar of Companies:
- (a) and in any event within the period allowed by law for registration, the prescribed particulars of this Deed, together with the certified copy of this Deed, to register this Deed in the Chargor's register of charges at Companies House; and
  - (b) the appropriate form to remove the entry relating to the Original Security Document in respect of the Released Property from the register of charges.
- 5.3 The Chargor will apply to the Land Registry before expiration of the priority period afforded by the priority search in favour of the Lender of the Substituted Property to:
- (a) remove the entry and any restrictions relating to the Original Security Document from the registered title to the Released Property; and
  - (b) register this Deed, note the Lender's obligation to make further advances and for the entry of the following restriction against the Chargor's title to the Substituted Property and shall provide the Lender with all necessary assistance and/or documentation to permit entry of the restriction:  
  
"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated *6<sup>th</sup> September* 2021 in favour of **Metro Bank Plc** referred to in the charges register."

5.4 As soon as is reasonably possible, the Chargor shall give to the Lender:

- (a) certified copies of the Chargor's mortgage register at Companies House showing the registration referred to in clause 5.2 has been properly and correctly entered against the Chargor in respect of the Substituted Property; and
- (b) official copies of the registered title to the Substituted Property showing that the registration referred to in clause 5.3 has been properly and correctly entered against the registered title to the Substituted Property.

## 6. CONTINUITY

Subject to the release contained in clause 3 and save as amended by this Deed, the provisions of the Original Security Document and all other security, rights and remedies held by the Lender shall continue in full force and effect. The Original Security Document shall be read and construed as one document with this Deed.

## 7. COSTS

7.1 The Chargor shall:

- (a) promptly on **OR** within five Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal, printing and out-of-pocket expenses) reasonably incurred by the Lender in connection with the negotiation, preparation, execution and perfection of this Deed and the DS1 referred to in clause 5.1;
- (b) on demand, pay to the Lender the amount of all costs and expenses (including legal, printing and out-of-pocket expenses) incurred by the Lender in connection with enforcing, preserving any rights under, or monitoring the provisions of this Deed; and
- (c) pay and, within five Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to all stamp, documentary, registration and other similar fees or taxes payable in respect of this Deed and the DS1 referred to in clause 5.1.

## 8. LAW AND JURISDICTION

This Deed is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof this **Deed** has been entered into on the date stated at the beginning of it.

### **Released Property**

The Leasehold property known as Flat 1, 20 Woodhouse Road, London N12 0RG as the same is registered at the Land Registry with Title No AGL133087 and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situated on it.

### **Substituted Property**

The Leasehold property known as Flat 1, 20 Woodhouse Road, London N12 0RG as the same is registered at the Land Registry with Title No AGL133087 and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situated on it.

## EXECUTION

Executed as a deed by BRIO PROPERTY LIMITED  
acting by a director and its secretary or by two  
directors:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

## The Lender

Executed as a deed by **METRO BANK PLC** acting by its  
attorney **John Durrans** in the presence of:

Witness signature     *Teresa Durrans*

Name                             Teresa Durrans  
(in block capitals)

Address                         One Southampton Row

London


WC1B 5HA

Occupation                    Teaching Assistant

## EXECUTION

Executed as a deed by BRIO PROPERTY LIMITED  
acting by a director and its secretary or by two  
directors:

  
Director

  
Director/Secretary

## The Lender

Executed as a deed by **METRO BANK PLC** acting by its  
attorney in the presence of:

Witness signature

Name  
(in block capitals)

Address

Occupation