

MR01

Particulars of a charge

16/478/13

Laserform

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

You can use the WebFil
Please go to www.companieshouse.gov.uk

☒ **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 charge is
instrument Use form MR02

WEDNESDAY



A21 *A4BNR07U* 15/07/2015 #292
COMPANIES HOUSE

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

1 Company details

Company number 0 6 9 6 3 8 8 7
Company name in full Silver Birch Developments Limited

For official use

→ **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 d 3 d 0 m 0 m 6 y 2 y 0 y 1 y 5

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 Silver Birch Holdings S A

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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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

Fixed charge over 1) all present and future book and other debts (specifically with Igloo Inc , a company registered in the Bahamas under company number 32282, and 11) all other assets of the Company, present and future
For more detail please refer to the instrument.

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

David Kennedy LLP

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 Jon Janes

Company name Howard Kennedy LLP

Address 1 London Bridge

Post town London

County/Region

Postcode S E 1 9 B G

Country

DX DX 144370 Southwark 4

Telephone 020 3755 6000



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 6963887

Charge code 0696 3887 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2015 and created by SILVER BIRCH DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2015

Given at Companies House, Cardiff on 22nd July 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Silver Birch Developments Limited

Silver Birch Holdings S.A.
P O Box 556
Main Street
Charlestown
Nevis
West Indies

We hereby certify this
to be a true copy of the original
Howard Kennedy LLP
1 London Bridge
LONDON
SE1 9BG

Howard Kennedy LLP
10/07/2015

30 June 2015

**RE: PROFIT SHARE AGREEMENT IN RELATION TO THE DEVELOPMENT
OF THE PROPERTY 12-14 KING STREET, EAST GRINSTEAD, RH19 3DJ**

Dear Sir / Madam

We, Silver Birch Developments Limited, English company number 06963887 ('SBDL') hereby undertake to pay to you, Silver Birch Holdings S A ('SBH SA'), on or before 1 April 2016 ('Payment Date'), a minimum profit share payment in the amount of £250,000 00 ('Profit Share Payment'), in accordance with existing agreements and arrangements with you

We thank you for extending the time in which the Profit Share Payment may be paid and in consideration for this extension of time to pay, we hereby grant you, as security for the payment of the Profit Share Payment, a fixed charge over (i) all SBDL's present and future book and other debts (and specifically under SBDL's agreements with Igloo Inc, a company registered in the Bahamas under company number 32282) and (ii) all SBDL's other assets, present and future. If the Profit Share Payment is not made by the Payment Date the charge becomes immediately enforceable and you shall have full power to collect and deal with SBDL's book debts and other assets, to sell, transfer or otherwise dispose of them and to do anything which SBDL could do in relation to them. This charge ranks pari passu with the charges SBDL is creating today in favour of International Legal Consultants Ltd and Pepa Ltd, and SBDL is prohibited from creating any other security over its book debts and other assets or from disposing of any of its rights under its agreements with Igloo Inc

We undertake not to assign any or all the profit payment due to SBDL by Igloo Inc, its agents, employees, successors or assigns under any agreements and in particular under the Development Finance Agreement ('DFA') dated 23 December 2014 (collectively the 'Igloo Agreements'). The aforesaid DFA in respect of the property at 12-14 King Street, East Grinstead is made between Silver Birch Developments Limited and Igloo Inc., a Bahamas company.

Registered Office: 21-23 Croydon Road, Caterham, Surrey, CR3 6QB, England 1

Silver Birch Developments Limited

We further undertake to you that the current ownership and control of SBDL as at the above stated date will not be changed in any way until such time as the Profit Share Payment has been paid to SBH SA in full.

Furthermore, in the event that any or all profit payment due under the DFA and / or Igloo Agreements between SBDL and Igloo Inc., is paid to a party other than Silver Birch Developments Limited and / or SBDL receives the profit payment under the Igloo Agreements and / or DFA and fails to pay the Profit Share Payment to SBH SA, Silver Birch Developments Limited shall remain responsible and liable to SBH SA for the payment of the Profit Share Payment in the amount of £250,000 00 and Ronald Popely, the director of SBDL shall bear personal responsibility and liability for such payment in the event that SBDL defaults.

In the event of SBDL's default, Ronald Popely shall remain responsible and liable for the payment of the Profit Share Payment to SBH SA even in circumstances whereby he has resigned or been removed as a director of SBDL.

In the event that by the Payment Date there is no practical completion under the DFA (including any amendments, variations and associated agreements) and as defined by the DFA, SBDL and SBH SA shall amicably discuss and agree a new Payment Date, but which does not exceed the Cut-Off Date provided for in the Igloo Agreements and specifically in the DFA, and which Cut-Off Date is 2 July 2016.

In the event that there is no practical completion under the DFA (including any amendments, variations and associated agreements) and as defined by the DFA, Ronald Popely shall not be responsible for the payment of the Profit Share Payment to SBH SA, in the event of default of payment by SBDL.

In the event that Igloo Inc., its successors or assigns has not paid the profit payment under the DFA (including any amendments and variations) and / or Igloo Agreements, to SBDL, its agents, employees, successors or assigns, Ronald Popely shall not be responsible for the payment to SBH SA of the Profit Share Payment, in the event of default of payment by SBDL.

As additional security for the payment of the Profit Share Payment by SBDL to SBH SA, SBDL has arranged for a personal guarantee to be provided to SBH SA by SBDL's sole shareholder, Ronald Popely. A copy of the said personal guarantee is also attached to this letter.

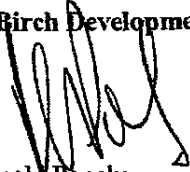
The contents of this letter are governed by the laws of England. Any and all disputes arising out of or in connection with this letter, or regarding its conclusion, execution, enforcement, termination or interpretation, shall be settled by the Courts in England.

Silver Birch Developments Limited

We would be grateful if you would sign a copy of this letter, confirming your agreement with the contents and send it to SBDL at your earliest convenience

Yours faithfully,

For and on behalf of
Silver Birch Developments Limited



By: Ronald Popely
As: Director

Agreed by Silver Birch Holdings S.A.:



By: Strategic Management S A
As: Director
For: Silver Birch Holdings S.A.

Encl.

(Personal Guarantee from Ronald Popely and copy of Form MR01 to be filed with Companies House)

R. A. Popely
49 Stephen Road, Bexleyheath, Kent, DA7 6EF

Silver Birch Holdings S A
P O. Box 556
Main Street
Charlestown
Nevis
West Indies

30 June 2015

Letter of Guarantee
Payment of Profit Share to Silver Birch Holdings S.A.,
in the Event of Default by Silver Birch Developments Limited
(English Company No. 06963887)

Dear Sirs

I refer to the Loan Agreement ('Loan Agreement') dated 16 February 2011 between Silver Birch Holdings S A ('Lender') and Ability Contractors Ltd, which was re-named 'Silver Birch Developments Limited' ('Borrower'), as well as to the subsequent amendments to the Loan Agreement.

I also refer to the Profit Share Agreement (the 'Profit Share Agreement') dated 16 February 2011 between Silver Birch Holdings S A and Ability Contractors Ltd, which was re-named 'Silver Birch Developments Limited', as well as to the subsequent amendments to the Profit Share Agreement

The loan made by the Lender to the Borrower under the Loan Agreement was secured by way of the Lender having a first priority, registered charge on the property known as '12-14 King Street, East Grinstead, RH19 3DJ' (the 'Property'). The said charge will be removed from the Property upon repayment of the loan

I additionally refer to the Development Finance Agreement ('DFA') dated 23 December 2014, in respect of the purchase and forward funding of the development of the Property, the DFA having been made between Silver Birch Developments Limited and Igloo Inc., a Bahamas company

The Profit Share Agreement initially provided for payment of the profit share on 15 August 2012. This payment date has now been extended to 1 April 2016 by the Lender. In consideration for this extension of time, Silver Birch Developments Limited is providing the Lender with security for the payment of a fixed amount of profit share in the amount of £250,000.00. Such security includes a personal guarantee from me.

R. A Popely
49 Stephen Road, Bexleyheath, Kent, DA7 6EF

As the sole shareholder of Silver Birch Developments Limited, I am prepared to and do hereby guarantee to you, the Lender, that I personally, shall pay the fixed amount of profit share in the amount of £250,000 00, due on 1 April 2016 from the Borrower, in the event of default by the Borrower, Silver Birch Developments Limited, its successors or assigns

In addition, I undertake not to sell, transfer, assign, mortgage, or in any other way dispose of my shares in Silver Birch Developments Limited, or in any way allow my shareholding in the company to be diluted. I undertake to remain the sole shareholder of Silver Birch Developments Limited until such time as the fixed amount of profit share in the amount of £250,000.00, has been paid to the Lender in full

I undertake not to remove or replace any current officer or director of Silver Birch Developments Limited, or in any way allow a change in control of the company, including the appointment of additional officers and / or directors. I undertake to retain the same officer and director of Silver Birch Developments Limited as recorded at the above stated date, until such time as the fixed amount of profit share in the amount of £250,000.00, has been paid to the Lender in full.

In the event that I act contrary to my undertaking to you not to sell, transfer, assign, mortgage, or in any other way dispose of my shares in Silver Birch Developments Limited, or in any way allow my shareholding in the company to be diluted, the fixed amount of profit share in the amount of £250,000 00 shall immediately become due and payable to you, the Lender, by me.

In the event that I act contrary to my undertaking to you not to remove or replace any current officer or director of Silver Birch Developments Limited, or in any way allow a change in control of the company, including by appointing any additional officers and / or directors, the fixed amount of profit share in the amount of £250,000 00 shall immediately become due and payable to you, the Lender, by me

In the event that there is no practical completion under the DFA (including any amendments, variations and associated agreements) and as defined by the DFA, I shall not be responsible for the payment to you of the fixed amount of profit share in the amount of £250,000 00, in the event of default of payment by the Borrower

This guarantee is only effective in the event that the Borrower, its agents, employees, successors and / or assigns, has / have received the profit payment referred to in the DFA (including any amendments, variations and associated agreements) referred to above

R. A Popely
49 Stephen Road, Bexleyheath, Kent, DA7 6EF

In the event that Igloo Inc., its successors or assigns has not paid the profit payment under the DFA (including any amendments, variations and associated agreements), to the Borrower, its agents, employees, successors or assigns, I shall not be responsible for the payment to you of the fixed amount of profit share in the amount of £250,000.00, in the event of default of payment by the Borrower

This guarantee shall be automatically cancelled upon full payment to the Lender, by the Borrower, its successors or assigns, of the fixed amount of profit share in the amount of £250,000 00.

This guarantee letter is governed by the laws of England. Any and all disputes arising out of or in connection with this guarantee, or regarding its conclusion, execution, enforcement, termination or interpretation, shall be settled by the Courts in England.

Yours faithfully,

R A Popely

The ~~Cap~~ genuineness and authenticity of the signature of Ronald Popely is herewith certified this
day of _____, 2015
