



**Registration of a Charge**

Company name: **MINT BRIDGING LIMITED**

Company number: **07567483**



X87YE12Z

Received for Electronic Filing: **19/06/2019**

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**Details of Charge**

Date of creation: **17/06/2019**

Charge code: **0756 7483 0534**

Persons entitled: **PROMENADE TEA GARDENS LIMITED CRN: 00375405**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LOUISE STEWART ON BEHALF OF TLT LLP**



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

Company number: 7567483

Charge code: 0756 7483 0534

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th June 2019 and created by MINT BRIDGING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2019 .

Given at Companies House, Cardiff on 20th June 2019

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

**Promenade Tea Gardens Limited (1)**

**- and -**

**MINT BRIDGING LIMITED (2)**

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**SUB-CHARGE OF A MORTGAGE**

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THIS AGREEMENT is dated 17 June 2019

**PARTIES:**

- (1) **PROMENADE TEA GARDENS LIMITED** incorporated and registered in England and Wales with company number 00375405 of 349 Bury Old Road, Prestwich, Manchester, M25 1PY (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 ("**Mortgagor**").

**1 Definitions And Interpretation**

1.1 In this deed:

**Expenses** means all reasonable and properly incurred expenses, incurred by the Funder 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;

**Event of Default** means an event of default as set out in a Funding Agreement;

**Funding Agreement** means the funding agreement between the Mortgagor and the Funder dated on or around the date hereof;

**Interest** means interest at the rate(s) charged to the Mortgagor by the Funder from time to time pursuant the Funding Agreement;

**Mortgage** means a legal mortgage of the Property dated today and granted by Living Smart Properties Ltd in favour of the Mortgagor;

**Mortgagor's Obligations** means all present and future monies, obligations and liabilities of the Mortgagor to the Funder together with the Funder's charges, Interest and Expenses under this deed and/or the Funding Agreement;

<b>Property</b>	Administrative Area	Greater Manchester: Stockport
	Description	3 – 9 North Place, Stockport, SK1 1HH
	Tenure	Freehold
	Title Number	GM931247;

**Receiver** means any person who is appointed by the Funder to be the Receiver and manager of or over the Mortgage or any other asset or assets of the Mortgagor;

1.2 Any reference in this deed to:

- (a) "**Mortgagor**" or the "**Funder**" shall be construed so as to include its successors in title, permitted assigns and permitted transfers;

- (b) a "**Funding Agreement**" or any other agreement or instrument is a reference to that Funding Agreement or other agreement or instrument as amended, varied, supplemented or novated from time to time;
- (c) "**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;
- (d) 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
- (e) a provision of law is a reference to that provision as amended or re-enacted.

## **2 Charge**

The Mortgagor covenants to discharge when due and payable the Mortgagor's Obligations and as continuing security for such discharge and with full title guarantee charges 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.

## **3 Insurance and other Receipts**

- 3.1 The Mortgagor will use all reasonable endeavours to procure that the Property is kept in good condition and insured for its full reinstatement cost.
- 3.2 The Mortgagor will hold in trust for the Funder all money received under any insurance of the Property and any other receipts received by the Mortgagor under, or in connection with, a Funding Agreement and/or the Property.

## **4 Restrictions**

The Mortgagor agrees that the Funder may apply for a restriction to be entered on the registered title to the Property as follows:

"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 [ ] 201[\*] in favour of [*PLEASE INSERT DETAILS OF THE FUNDER*] or their conveyancer"

## **5 Powers of the Lender**

- 5.1 Section 103 of the Law of Property Act 1925 shall not apply and the Funder may exercise its power of sale and other powers under that Act or the Land Registration Act 2002 or any Act or this deed at any time after the occurrence of an Event of Default.
- 5.2 the Funder will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Funder.
- 5.3 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.

## **6 Power of Attorney**

The Mortgagor following any Event of Default irrevocably appoints the Funder and any receiver severally to be the attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and sign or execute all deeds instruments and documents or take continue or defend any proceedings which may validly be required by the Funder or any Receiver pursuant this deed.

## **7 Preservation of other Security and Rights and Further Assurance**

- 71 This deed is in addition to any other security present or future held by the Funder for the Mortgagor's Obligations.

7.2 The Mortgagor will at the Mortgagor's own cost at the Funder's request execute any deed or document and/or take any action required by the Funder to perfect this security or further to secure on the Property and the Mortgage the Mortgagor's Obligations.

## 8 Memorandum and Articles of Association

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

## 9 Terms of the Mortgage

The Mortgagor shall take all steps necessary to enforce the terms of the Mortgage.

## 10 Notices

Any notice or demand by either the Mortgagor or the Funder may be sent to the addresses overleaf and shall be deemed served on the second business day after posting by recorded delivery only.

## 11 Governing Law

This deed shall be governed by and construed exclusively in accordance with English law. The validity, construction and performance of this deed all other rights and liabilities arising in connection with it shall be subject to the exclusive jurisdiction of the High Court of Justice Manchester District Registry or Manchester County Court as appropriate, 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.

## 12 Interpretation

13.2 References to the **Property** include any part of it

13.3 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

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

Signed and Delivered as a deed by )  
Rachel Smith as attorney for )  
**MINT BRIDGING LIMITED** )  
in the presence of: )

~~REDACTED~~  
TTL LP  
as attorney for Mint Bridging Limited

RACHEL SMITH

Witness signature

Witness name (print)

Witness Occupation (print)

Witness Address (print)

~~REDACTED TTL LP~~  
Natalie Dalton  
Legal Assistant  
30 Hardman Square  
Manchester  
M3 3EB