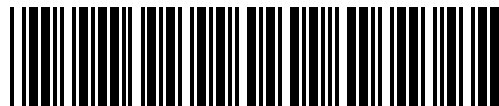




Registration of a Charge

Company Name: **MINT BRIDGING LIMITED**

Company Number: **07567483**



Received for filing in Electronic Format on the: **25/08/2021**

XABLIKA1

Details of Charge

Date of creation: **20/08/2021**

Charge code: **0756 7483 0824**

Persons entitled: **CBI PROPERTY PROJECTS LIMITED**

Brief description: **PLEASE SEE INSTRUMENT**

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: **ANDREW DUNCAN CARMICHAEL, SOLICITOR, RATIO LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7567483

Charge code: 0756 7483 0824

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th August 2021 and created by MINT BRIDGING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2021 .

Given at Companies House, Cardiff on 26th August 2021

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) CBI PROPERTY PROJECTS LIMITED

SUB-CHARGE

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) **CBI PROPERTY PROJECTS LIMITED**, incorporated and registered in England and Wales with company number 03966368, whose registered office is at 19th Floor Reception, The Gherkin, 30 St Mary Axe, London EC3A 8AD (the "**Sub-Chargee**").

BACKGROUND:

- (A) By a deed of assignment dated 20 August 2021 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 Agreement that the payments to be made by the Sub-Chargor to the Sub-Chargee under the Funding Agreement 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:	Osterley Property Investments Limited (Company Number 08038301);
Facility Document:	the document with the Date of Offer 10 August 2021, 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 Legal Charge and the Guarantee;
Funding Agreement:	the agreement dated 20 August 2021 by which the Sub-Chargee agreed to make a loan of 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;
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 Legal Charge 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

Administrative Area	Brent
Description	Flats A to G inclusive, 403 Neasden Lane North, London NW10 0BD
Tenure	Leasehold
Title Numbers	AGL269972, AGL269976, AGL269985, AGL269978, AGL269981, AGL269983, and AGL269984;

Supplementary Property:	Administrative Area	Brent
	Description	403 Neasden Lane North, London NW10 0BD
	Tenure	Freehold
	Title Numbers	NGL732751

Property: the Primary Property and any Supplemental Property;

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 Agreement or this deed, including all interest 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.

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 20 August 2021 referred to above is to be registered without a written consent signed by the proprietors for the time being of the sub-charge dated 20 August 2021 in favour of CBI Property Projects Limited incorporated and registered in England and Wales with company number 08038301".

7 Powers of the Sub-Chargee

- 7.1 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 Agreement;
- (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.

7.2 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.

8 Preservation of other Security Interests and Further Assurance

8.1 This deed is in addition to any other Security Interest present or future held by the Sub-Chargee for the Sub-Chargor's Obligations.

8.2 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.

9 Memorandum and articles of association

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

10 Enforcement of Loan Facility Agreement and Lender's Security

The Sub-Chargor shall take reasonable and appropriate steps to enforce the terms of the Loan Facility Agreement and Lender's Security.

11 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 Agreement as to notices.

12 Governing Law

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 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.

13 Severance

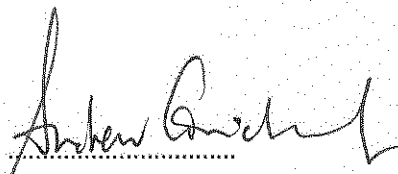
Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

14 Execution

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

Executed as a deed by:

Andrew Duncan Carmichael

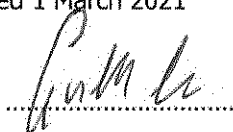


as attorney for

MINT BRIDGING LIMITED

under a power of attorney dated 1 March 2021

in the presence of:



name of witness:

.....GISELLA ALBERICI.....

address of witness:

.....FABRIC BUILDING, 30 QUEEN STREET.....
.....MANCHESTER M2 5AX.....

occupation of witness:

.....SOLICITOR.....