



Registration of a Charge

Company name: **CAPITAL BRIDGING FINANCE SOLUTIONS LTD**

Company number: **07922273**



X8IMFA15

Received for Electronic Filing: **20/11/2019**

Details of Charge

Date of creation: **08/11/2019**

Charge code: **0792 2273 0032**

Persons entitled: **REAL BRIDGING FINANCE LTD**

Brief description: **NONE**

Contains fixed charge(s).

Contains negative pledge.

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: **JACKIE LONSDALE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7922273

Charge code: 0792 2273 0032

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2019 and created by CAPITAL BRIDGING FINANCE SOLUTIONS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2019 .

Given at Companies House, Cardiff on 21st November 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

SUB CHARGE

Date:

 2019

Definitions:

Mortgagor: CAPITAL BRIDGING FINANCE SOLUTIONS LTD Company registration number 07922273

Company: REAL BRIDGING FINANCE LTD Company registration number 5731428

Interest: Interest payable from time to time as per the Loan Agreement of even date and made between the parties hereto

Property: The freehold property known as 41 Gidlow Road Liverpool L13 2AN registered at Land Registry under Title Number MS917 with Absolute Title.

Mortgage: A mortgage of the Property dated 19th September 2019 and granted by Mark Andrew Brisco 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

- 2.1 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

- 3.1 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 of the registered charge dated the 19th September 2019 is to be registered without a certificate signed by a Director of Real Bridging Finance Ltd or its conveyancer that clause clause 3 of the sub charge dated the day of 2019 has been complied with."
- 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 in accordance with the terms of the hereinbefore mentions Loan Agreement.

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

Witness' name in full:

MARK ROBERTS

Signature:



Address:

115 RAVEN MEOLS LANE
FORMBY
L37 4DD.