

# MR01

## Particulars of a charge



Companies House



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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 there is  
an instrument. Use form MR08.

FRIDAY



\*AA4GCV3C\*  
A25 14/05/2021 #230  
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

08170644

Company name in full

RUSSELL BUILDING & DEVELOPMENTS  
LIMITED

For official use

→ 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

05 05 2021

### 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

TOGETHER COMMERCIAL  
FINANCE LIMITED

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

A FIXED CHARGE OVER 79 AND 80  
GUILDFORD STREET, LONDON,  
WC1N 1DF.

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.

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## 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

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## 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

*J. J. J.*

X

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

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## 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

JOHN MILLS

Company name

TOGETHER COMMERCIAL  
FINANCE LIMITED

Address

LAKE VIEW  
LAKESIDE

Post town

CHEADLE

County/Region

CHESHIRE

Postcode

SK8-3GW

Country

ENGLAND

DX

Telephone

0161-333-7407

**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)

**Together Commercial Finance Limited**

**Third Party Legal Charge**

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE LENDER IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED. IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS.**

**Date:**

5<sup>th</sup> May 2021

**Definitions:**

**Mortgagor:**

RUSSELL BUILDING & DEVELOPMENTS LIMITED (Co. Regn. No. 8170644) of 1st Floor 11 Bruton Street, London, England, W1J 6PY

**Lender:**

Together Commercial Finance Limited (company number 2058813) of Lake View Lakeside, Cheadle, SK8 3GW

**Debtor:**

LEICESTER MHA LIMITED (Co. Regn. No. 10129955) of 1st Floor 11 Bruton Street, London, England, W1J 6PY

**Interest:**

Interest at the rate(s) charged to the Debtor by the Lender from time to time

**Property:**

Title Number : NGL898640 : 79 And 80 Gullford Street, London WC1N 1DF

**Charged Assets:**

The assets charged by Clause 1.2

**Goodwill:**

The present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

**Debtor's Obligations:**

All the Debtor's liabilities to the Lender contained within a Loan Agreement dated a Legal Charge dated [ 5/5/2021 ] and made between the Lender and the Debtor together with the Lender's charges and commission Interest and Expenses

**Expenses:**

All expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Debtor'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 Debtor's Obligations are expressed from time to time

**Certified copy of the original**

(Signed) .....

### **Charge**

- 1 In consideration of the Lender giving time or credit or lending facilities to the Debtor and for the purpose of securing the discharge on demand of the Debtor's Obligations the Mortgagor with full title guarantee charges to the Lender:-
  - 1.1 By way of legal mortgage of all legal interests and otherwise by way of fixed charge the property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)
  - 1.2 By way of fixed charge if the Mortgagor is not an individual:-
    - 1.2.1 All the fixtures and fittings of the Mortgagor from time to time attached to the Property
    - 1.2.2 All the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
    - 1.2.3 All furniture furnishings equipment tools and other chattels of the Mortgagor now and the future at the Property and not regularly disposed of in the ordinary course of business

### **Continuing Security**

- 2.1 This deed shall be a continuing security notwithstanding the death or disability of the Mortgagor.
- 2.2 The statutory power of sale shall arise on the execution of this Legal Charge but without the restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 and shall become exercisable if and when the Lender makes a demand in writing for payment under this Legal Charge or if and when the Debtor breaches the Debtor's Obligations or any order is made for the compulsory purchase or requisition of the Property or any prior mortgagee exercises any of its powers or institutes proceedings to enforce its security or if the Mortgagor became unable to pay his debts or has a trustee appointed in respect of any of his assets or enters into an arrangement with creditors or has a petition or order for bankruptcy brought or made against him.

### **Arrangements with the Debtor and Others**

- 3 The Lender may without the consent of or notice to the Mortgagor and without releasing or affecting the security created by this deed:-
  - 3.1 Allow to the Debtor or any other person any time or indulgence
  - 3.2 Grant to the Debtor or any other person any new or increased facility and increase any rate of interest or charge
  - 3.3 Enter into renew vary or end any agreement or arrangement with or liability of the Debtor or any other person
  - 3.4 Renew vary refrain from enforcing or release any present or future security or guarantee which the Lender holds from the Debtor or any other person
  - 3.5 Compound with the Debtor or any other person

### **Preservation of Security**

- 4 If any of the Debtor's Obligations are at any time void or unenforceable against the Debtor for any reason this deed shall nevertheless secure the same amount as that which would have secured had the Debtor's Obligations not been void or unenforceable
- 4.2 The security created by this deed shall not be released or affected by any failure by the Lender to take any security or by any other security held by the Lender or any intended security in respect of the Debtor's Obligations being void or unenforceable or not completed or perfected

- 4.3 This deed is in addition to any other security present or future held by the Lender in respect of the Debtor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender
- 4.4 The Mortgagor shall remain liable under the security created by this deed notwithstanding any settlement between the Lender and the Mortgagor or any release given by the Bank to the Mortgagor until any security given or payment made to the Lender by the Debtor or any other person cannot be avoided or reduced under the law relating to insolvency from time to time in force and the Lender shall be entitled to retain this security until it is satisfied that it will not have to make any replacement under such law

#### **Preservation of the Bank's Claims**

- 5 Until all claims of the Lender in respect of the Debtor's Obligations have been discharged in full:-
- 5.1 The Mortgagor shall not be entitled to participate in any security held by the Lender or money received by the Lender in respect of the Debtor's Obligations
- 5.2 The Mortgagor shall not in connection with or in priority to the Lender make any claim against the Debtor or any co-surety or their respective estates nor make any claim in the insolvency of the Debtor or any co-surety nor take or enforce any security from or against the Debtor or any co-surety
- 5.3 Any payment received by the Mortgagor in breach of Clause 5.2 and any security taken by the Mortgagor from the Debtor or any co-surety shall be held in trust for the Lender as security for the Debtor's Obligations

#### **Appropriation**

- 6.1 Subject to Clause 6.2 the Lender may appropriate all payments received in respect of the Debtor's Obligations in reduction of any part of the Debtor's Obligations as the Lender decides
- 6.2 The Lender may open a new account or accounts after the security created by this deed has been discontinued or upon the bank receiving actual or constructive notice of any charge or interest affecting the property the Charged Assets or the Goodwill. Whether or not the Bank opens any such account no payment received by the Lender after such discontinuance or notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Debtor's Obligations outstanding at the time of such discontinuance or notice
- 6.3 The Lender may place to the credit of a suspense account for so long as it considers desirable any money received under this deed without any obligation to apply it towards discharge of the Debtor's Obligations

#### **Repair Alteration and Insurance**

- 7.1 The Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Lender's reasonable satisfaction for their full reinstatement cost and in default the Lender (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the Charged Assets. The Mortgagor will deposit with the Lender the insurance policy or where the Lender agrees a copy of it
- 7.2 The Mortgagor will not without the prior written consent of the Lender make any alteration to the Property which would require Planning Permission or any approval under Building Regulations
- 7.3 The Mortgagor will hold in trust for the Lender all money received under any insurance of the Property or the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards the discharge of the Debtor's Obligations

#### **Restrictions on Charging Leasing Disposing and Parting with Possession**

- 8.1 The Mortgagor will not without the Lender's prior written consent:-
- 8.1.1 Create or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill
- 8.1.2 Grant or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill
- 8.1.3 Dispose of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill
- 8.2 If the Lender does consent to the creation of a mortgage or charge on the property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document
- 8.3 The Mortgagor applies and agrees that the Lender may apply for a restriction to be entered on the Register or any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Lender referred to in the Charges Register

#### **Powers of the Lender**

- 9.1 The lender may without restriction grant or accept surrenders of leases of the Property and the Charged Assets
- 9.2 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 9.3 The Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration
- 9.4 All or any of the powers conferred on a Receiver by Clause 10 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment
- 9.5 The Lender will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Lender
- 9.6 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed
- 9.7 The Bank may exchange or convert to the Required Currency any currency held or received

#### **Receivers**

- 10.1 Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-
- 10.1.1 To take possession of and generally manage the Property and the Charged Asset and any business carried on at the Property
- 10.1.2 To carry out on a Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
- 10.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over the land or the benefit of any covenants (positive or restrictive) affecting land
- 10.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property

- 10.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
- 10.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise
- 10.1.7 To insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give Indemnities and security to any bondsmen
- 10.1.8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies
- 10.1.9 To borrow any money and secure the payment of any money in priority to the Debtor's Obligations for the purpose of the exercise of any of his powers
- 10.1.10 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill
- 10.2 If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the property all property or the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Bank for the proceeds of sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor
- 10.3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

#### **Power of Attorney**

- 11 The Mortgagor irrevocably appoints the Lender 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 as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers

#### **Certificate of the Debtor's Obligations**

- 12 A certificate signed by an official or manager of the Lender as to the amount of the Debtor's Obligations or the amount due from the Mortgagor under this deed shall be conclusive evidence save in the case of manifest error or on any question of law

#### **Further Assurance**

- 13 The Mortgagor will at the Mortgagor's own cost at the Lender's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Debtor's Obligations on the Property the Charged Assets and the Goodwill

#### **Memorandum and Articles of Association**

- 14 If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association

#### **Notices**

- 15.1 Any notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Lender or if the Mortgagor is:
  - 15.1.1 A company may be served personally on any of its directors or its secretary

- 15.1.2 A limited liability partnership may be served personally on any of its members
- 15.2 A notice or demand by the Lender by post shall be deemed served on the day after posting
- 15.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending

#### **Governing Law**

- 16 This deed shall be governed by and construed in accordance with English Law

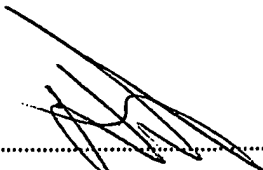
#### **Interpretation**

- 17.1 The expressions "Mortgagor" and "Lender" where the context admits include their respective successors in title and assigns
- 17.2 If two or more persons are included in the expression "Debtor" then the use in this deed of the word "Debtor" shall be deemed to refer to such persons both together and separately and the Debtor's Obligations shall be their joint and several obligations
- 17.3 Where the Debtor is a partnership the Debtor's Obligations shall include those (in relation to the partnership business) of the persons from time to time being members of the partnership and the Mortgagor's liability under this deed shall continue and this deed shall remain a continuing security despite any change in the constitution of the partnership
- 17.4 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 their obligations under this deed shall be their joint and several obligations. The interest of any one of them in the property the Charged Assets or the Goodwill shall not be released from the security created by this deed nor shall the security created by this deed be discontinued by reason of this deed not being or ceasing to be binding upon the interest in the Property the Charged Assets or the Goodwill of any other of them whether or not by agreement with the Lender
- 17.5 Reference to the "Property" and the "Charged Assets" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property
- 17.6 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select
- 17.6 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is valid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

EXECUTED as a DEED by the  
MORTGAGOR acting by two of its  
~~directors or one director and~~  
~~the secretary~~ in the presence

  
..... Director  
Mohamad Harrein  
Abedin zadeh.

  
..... Director / Secretary

Nick Kephalas  
Solicitor  
811 High Road  
London N12 8JT



**FILE COPY**

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

Company number: 8170644

Charge code: 0817 064 4 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th May 2021 and created by RUSSELL BUILDING & DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2021 .

Given at Companies House, Cardiff on 24th May 2021



**Companies House**



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