Registration of a Charge

LLP name: AALBORG PLACE LLP

LLP number: OC343529

Received for Electronic Filing: 18/09/2014



Details of Charge

Date of creation: 12/09/2014

Charge code: OC34 3529 0003

Persons entitled: BRIDGING FINANCE LIMITED

Brief description: PROPERTY KNOWN AS SPRINGPARK HOUSE, BASING VIEW,

BASINGSTOKE, HAMPSHIRE RG21 4HG (LAND REGISTRY TITLE

NO.HP457580)

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: ROBERT FIELDING, BHAILOK FIELDING



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC343529

Charge code: OC34 3529 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2014 and created by AALBORG PLACE LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 18th September 2014.

Given at Companies House, Cardiff on 19th September 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under the Limited Liability Partnership (Application of the Companies Act 2006) Regulations 2009 SI 2009/1804





LEGAL CHARGE (CORPORATE INCLUDING FLOATING 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 assets charged. In the case of registered land this document andany priority agreement with any other lender will be a public document.

any other lender will be a public docume		
THIS DEED OF LEGAL CHARGE ("this Lebelow. Mortgagor:	gal Charge") dated 1271. Septend 2014 is given by the Mortgagor to the Lender upon the terms	s set out
	C343529) whose registered office is at Unit 10 80, Lytham Road, Fulwood, Preston, PR2 3AQ.	
	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
Lender: Bridging Finance Limits Property:	ed of Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW	
Spring Park House, , Basing View, Basing	istoke, Hampshire, RG21 4HG	
The state of the s		
registered with [freehold/leasehold] [title ab	soluto] under the Title Number:	
The Mortgagor with full title guaranter Mortgage Conditions with the payment	e charges the Property by way of lagal mortgage and creates other charges all ased out in clause 1 of t It of all monies payable by the Mortgagor to the Lender as set out in the same clause.	the
2. This Legal Charge incorporates the M	Nortgage Conditions set out below in the Schedule.	
3. The Lender is entitled but not obliged	to make further advances and any further advances are secured by this Legal Charge.	
	ies due to the Lender on demand including interest and other Liabilities secured accordance with clau	use 1 of
This Legal Charge has been exe	cuted as a Deed by the undersigned on the above date.	
EXECUTED as a DEED by the MORTGAGOR acting by two אל אל אל אל אל יי אויייייייייייייייייייייייייייייייייי	Membra (i) All of Membrania (i) Director Herme 12/9/14 Date	
	YOUSUF BHAILOU Menter Director/Secretary Signature	

12/9/14 Date

RAMIA

BHAILIN MUNICIPALITY Name

Form of charge filed at HM Land Registry under reference MD941C.

Mortgage Conditions

- The Mortgagor with full title guarantee charges all legal estates or interests in the Property with belong to the Mortgagor now or in the future to the Lender by way of legal mortgage (subject to the rights of any prior mortgagees) as a continuing security for the payment discharge to the
- The Mortgagor further charges to the Lender:
 - by way of equitable mortgage (a) all equitable interests in the Property which now or may at any time in the future belong thim (b) any shares or membership rights which the Mortgagor holds in any company or association connected with the Roperty and (c) the goodwill of the Mortgagor relating to the business carried on at the Property, in each case with the payment of the Liabilities (but Whout prejudice to the validity of the legal charge on any legal estate or interest); and
- prejudice to the validity of the legal charge on any legal estate or interest; and by way of floating charge, all the undertaking, properly, assets and rights of the Mortgagor (present and future) wherever situate not effectively mortgaged or charged pursuant to clauses 1 and 2 i.

 The Mortgagor authorises the Lender to correct any incorrectly completed name or address and to insert the relevant date in this Legal Charge and/or the correct little number of the Property against its description for the purpose of identifying the Property and/or thregistration of this Legal Charge as a registered charge.
- The Mortgagor further covenants with the Lender and agrees and declares as follows:
 - gagor further covenants with the Lender and agrees and declares as follows:
 the Mortgagor will keep the Property insured with a reputable EU insurance company approved by the Lender against all risksof its full
 reinstatement value includingsite clearance and architects fees and with the interest of the Lender noted and authorises the Lender to
 claim on behalf of the Mortgagor and to give a good and valid receipt to the insurers for any monies receivable under such ploy of
 insurance. In default the Lender may effect such insurance as it sees fit at the expense of the Mortgagor and any sums paid under this
 clause shalf be repayable to the Lender by the Mortgagor on demand;
 - the Mortgagor will make payment of all insurance premiums as and wherthe same shall become due and on demand by the Lender deliver copies of the policies of such insurance and receipt for each premiums paid;
 - the Mortgagor will hold in trust for the Lender any monies received under such policies of insurance and will applybe same towards payment and discharge of the Liabilities;
 - the Mortgagor will protect, put and keep the Property and its fixtures and fittings in good repair and condition and not dorwhing which
 - the Mortgagor will protect, but and keep the Property and its fixtures and fittings in good repair and condition and not dorwthing which will devalue them and shall not make any structural alterations without the Lender's consent; the Mortgagor shall not without the previous written consent of the Lender grant or accept a surrender of a lease, tenancy dicence in respect of the Property or any part of it or part or share with possession of it orany part of it; the Mortgagor shall send to the Lender forthwith a copy of any notice or demand, which affects or may affect the Property dris possession or use of it, served on him by any local authority or any other person or both;
 - νi.

 - the Mortgagor shall perform each and every obligation required to be fulfilled by the Mortgagor in any Credit Agreement; the Mortgagor shall observe and perform all obligations (including restrictive covenants and payment of any rent or rent chae) for the time being affecting the Property: viii
 - the Mortgagor shall observe and perform all obligations, restrictions and requirements which for the time being apply to the roperty its use or occupation, whether imposed by English or EU law or regulation or by any other public or local uthority or utility company, and including any environmental regulation, code of practice or guidance issued by any UK or EU authority, government or agency; ix.
 - the Mortgagor shall not do or omit to do anything which might make it more difficult or expensive to insure the Property or which could where the Security is or includes any land, buildings or other real Property that benefits from or is the subject of an appliation for planning permission at any time duringthe term of the loan the Borrower hereby agrees as a condition of this loan proceeding to:

 a. develop the relevant property to the satisfaction of the Lender and in accordance with the timescales and conditions attached
 - - to the relevant planning permission (the Works");
 - notify the Lender of all progress in connection with the Works including all planning related matters and to disclose to the Lender all documentation, notices (rent or received), correspondence, details of any meetings that relate to the Workor any ongoing planning application that in any way affects or relates to the Security. The Borrower hereby waives any professional
 - legal privilege in respect of the same; notify the Lender in writing of the action the Borrower is taking in relation to the Works at least 12 months (or as soon as possible after drawdown of the loan if there is less than 12 months available) prior to the lapse of any timescales connected to/triggering the relevant planning permission that authorises the Works;
 - procure warranties in relation to the Works and in particular the standard of workmanship in favour of the Lender in a form procure that in any third party contract associated with the Works the Lender has appropriate step in rights enabling the
 - Lender to enforce any obligations owed by the Borrower as a party to such third party contracts in a format acceptable to the
 - abide and cooperate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and
 - abide and cooperate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and development matters connected with the Works or any part of the Security; abide by the Lender's directions in respect of the appointment, ongoing work and supervision of the Lender's surveyor who shall at the Lender's sole discretion oversee and review all matters connected to the Works on the Lender's behalf. The Borrower agrees that the Lender's surveyor's appointment and any work undertaken by him is to be at the Borrower's costn a full indemnity hasis:
 - without prejudice to any other cost of indemnity by the Borrower to the Lender the Borrower is to indemnify the Lender in all respects of all costs associated with the Works, any planning or development matters associated withithe Security of the ongoing progress of the Works as the Lender sees fit;
 - agree any further condition that the Lender sees fit to impose during the term of the loan in connection with the Works or the
- In any case where the Property consists of registered land the Lender applies for a restriction to be entered on the Proprietorship Register in the
 - "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written corent signed by the proprietor for the time being of the charge dated in favour of the Lender referred to in the charges register" and to the extent proprietor for the time being of the charge dated
- in tayour of the Lender reterred to in the charges register and to the extent that the Lender's security shall fail to take effect by way of Legal Charge it shall take@ffect as an Equitable Charge, in which case;

 i. by signing this Agreement the Borrower agrees to the registration of an agreed notice for the purpose of protecting-the Lend's interest and to an entry in form N of Schedule 4 of the Land Registration Rules2003 and;

 ii. The Borrower authorises the Lender to sign any application for the registration of an agreed notice on behalf of the Borrower Where this Legal Charge is not a first mortgage the Mortgagor shall comply with the terms and conditions of his first mortgage on the Property and shall use his best endeavours to obtain the consent of the first mortgagee to the registration of this Legal Charge at the trad Registry. If this or any other mortgage is not agreed any sums involved in
- If this or any other mortgage is in arrears the Lender may repay any prior mortgage in patror in its entirety and may agree any sums involved in doing so, any such agreement to be conclusively binding on the Mortgagor. All money spent in doing so (including all costs abdisbursements on an indemnity basis) shall be added to the Liabilities and shall bear interest at the Rate
- as the Lender decides. The Lender may open a new account or accounts upon the Lender receiving actual or constructive Property. Whether or not the Lender opens any such account no payment received by the Lender opens any payment out of ordebit to the relevant account) be appropriated towards or have the effect of the property of the control of the property o outstanding at the time of receiving such notice.

Subject to clause 9, the Lender may appropriate all payments received for the account of the Middle increby certify that this is attrues and exact copy of the original e notice of animheer of cities the decling the after recording sych four a first followed by district the state of the sta

Clayton Hall, Harks Park 253 Garstang Road, Preston Lancashire, PR2 9AB, UK

SCHEDULE (CONTINUED)

- 10. The statulory power of sale shall arise on the execution of this Legi Charge but without the restrictions contained in Sections 93 and 103 of the The statutory power of sale shall arise on the execution of this Legit Charge but without the restrictions contained in Sections 35 and 105 of the Law of Property Act 1925 and shall become exercisable if and when the Lender makes a demand in writing for payment under hissegal Charge or if and when the Mortgagor fails toobserve or perform any of the covenants or provisions contained in this Legal Charge 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 piecedings 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 eats into an arrangement with creditors or has a petition or order for bankruptcy brought or made against him or a receiver, administrative receiver or liquidator is appointed over all or any part of the Mortgagor's assets.
- If the Lender shall enter into possession of the Property or of the rents and profits, it shall do so without being liable (the Mortgagor as nortgagee in possession.
- If the Lender takes possession of the Property as a result of default by the Mortgagor it may act entirely at its own discretin as to the time and manner of sale and may if it wishes grant or accept surrenders of leases of the Propertywhether at a rent, without any premium or otherwise, and
- it may deal with part only of the Property or with different parts in different ways.

 If the Lender takes possession of the Property it may sell or otherwise deal with any furniture or goods which the Mortgagor has left there as the Mortgagor's agent and at the Mortgagor's expense but without liability to the Mortgagor for any damage or loss arising. Thedader shall relatinet proceeds of sale on a separate account for the Mortgagor. This claus shall not give the Lender any such right as would make this Legal Charge a bill of sale.
- We are not obliged to consider a request by you for a partial release of the Security involving the release of any particula roperty, or part of the Property prior to the full and final redemption of the Liabilities. However, at our absolute discretion, we may consider a request by you telease a particular Property or part of the Property from the Security. The terms of such partial release of the Security are to deduct at our absolute discretion and are to include such costs of us as we see fit in dealing with your request including the costs of any furtheraluations we desire and our legal fees.

 If the Mortgagor fails lo do anything which he is required todo by this Legal Charge, the Lender may at its discretion remedy the failure and
- recover its costs of undertaking the same.

 The Lender may under the hand of any official or manager or by deed appoint or remove a receiver or receivers of the Propertty Receiver") and may fix and pay the fees of a Receiver but any Receiver shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor and the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed to the agent of the Mortgagor shall be deemed responsible for the Receiver's acts, defaults and remuneration.
- All or any of the powers conferred on a Receiver by clause 18 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
- Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers, with in the case of joint Receivers may be exercised jointly or severally:
 - to take possession of and generally manage the Property;
 - lo carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishg or
 - to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over landr the benefit of any covenants (positive or restrictive) affecting land
 - to sell, lease, surrender or accept surrenders ofleases, charge or otherwise deal with and dispose of the Property without restriction:
 - to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgago to take, continue or defend any proceedings and enter into any arrangement or compromise;

 - vii to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indentities and security to any bond issuer;
 - viii to employ advisers, consultants, manages, agents, workmen and others and purchase or acquire materials, tools, equipment, goods or
 - ix to borrow any money and secure the payment of any money in priority to the Liabilities for the purpose of the exercise of anyf his
 - 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.
- 19. If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection/ith any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove, storeall and/or dispose of any such property. The Receiver will account to the Lender for the proceeds of any sale bsuch property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Mortgagor.
- A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expense 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.
- The Mortgagor by way of security irrevocably and jointly and severally appoints the Lender and any Receiver(cappointed by the Lender to be his attorney to take any action which the Mortgagor is obliged or authorised to take under this Legal Charge or any Credit Agreemt including signing and executing such instruments and documents or issue or defend any procedings which may be required by the Lender pursuant to this Charge or the exercise of its powers and the Mortgagor ratifies and confirms whatever any attorney does or purports too as a result of this appointment in good faith.
- This Legal Charge is in addition to any other security (present or future) held by the Lender for the Liabilities and shall not merge with or predice such security or any other contractual or legal rights of the Lender.

 The Mortgagor shall at his own expense take whatever adon the Lender may require (a) to make effective or protect any security intended to be
- created by this Legal Charge or (b) to facilitate the realisation of the Property or any other asset charged by this Legal Charge or the exercise of any right, power or discretion required by the Lender or any Receiver in connection with the Property or other charged assets.
- Any Mortgagor who is not the legal owner of the Property and to whom section 30 or 31 of the Family Law Act 1996 (the "Act") pplie
 - releases to the Lender his rights of occupation under section 30 in respect of the Property;
 - agrees with the Lender that the charges created by this Legal Charge shall rank in priority to the charge created under section 31; postpones to the rights of the Lender any satutory registration of such rights arising under the Act which may have been made prior to
- the registration of this Legal Charge.

 25. Any notice or demand to the Mortgagor under this Legal Charge shall be sufficiently served if it is sent by post or courien a stamped addressed
- Any notice or demand to the Mortgagor under this Legal Charge shall be suniciently served in it is sent by post or counter a stamped address of the Mortgagor (or any one or more of the persons constituting thMortgagor) last known to the Lender or at the Property and proof of posting shall be deemed proof of serve at 12 noon on the day following the day of posting provided first class mail or special delivery service or courier delivery is used or on the next day following if such services are not used.

 This security shall not be considered satisfied or discharger by any intermediate payment or the satisfaction of the whole or any part of the
- Liabilities but shall constitute a continuing security to the Lender (notwithstanding any settlement of account or other matter action whatsoever) in respect of the Liabilties.
- The powers conferred upon the Lender by this Legal Charge are in addition to all statutory and other powers conferred upon imbagees
- The Lender may from time to time waive any breach of this Legal Charge or grant any time or indulgence to the Mogagor without affecting the Lender's rights, powers or remedies.
- The floating charge created by clause 2ii is intended to be a qualifying floating charge as de Insolvency Act 1986 (inserted by section 247 and schedule 16 to the Enterprise Act 2002). The Lender shall from time to time by notice in writing to the Mortgagor convert any floating
- charge in respect of the Assets which are specified by such notice. Any suchfloating charge in respect of all the Assets if the Mortgagor ceases to carry on business or to be a going co moratorium or compromise with the Mortgagor'screditors, or any class of them, is proposed apply to any Assets situated in Scotland.
- This Legal Charge shall be governed by and construed in accordance with English law

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Lancashire, PR2 9AB, UK.

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SCHEDULE (CONTINUED)

32. In this Legal Charge:

- gal Charge:

 The expressions "Mortgagor" and "Lender" where the context admits include their respective successors in title and assignees; if two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagorshall be deemed to refer to each such person both together and separately and the Mortgagor's obligations under this Legal Charge shall be theighint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of
- references to "Mortgagor" include any of the persons named as such on the front page of this Legal Charge, whether or not hewns a iii. legal or equitable interest in the Property:
- legal or equitable interest in the Property; references to "Property" include any part of it and "Property" includes all covenants and rights affecting or concerning the same and all fixtures and fittings and (where the Property is leasehold) includes the term comprised in any extended lease which may be grited to the Mortgagor pursuant to the Leasehold Reform Act 1967 and any rights which the Mortgagor may have in respect of the Property under the Leasehold Reform, Housing and Urban Development Act 1993 or the Common hold and Leasehold Reform Act 2002; "regulated agreement", "partly regulated agreement" and "unregulated agreement" have the meanings ascribed to them in the Consumer Credit Act 1974 and the regulations under such Act and "Credit Agreement" means any such agreement with the Mortgago for any of them): iv
- Consumer Credit Act 1974 and the regulations under such Act and Credit Agreement inductory, (or any of them);

 "Liabilities" means all monies (whether principal, interest, expenses or otherwise) due to the Lender by the Mortgagor (whether as principal, surety or otherwise) now or from time to time including all costs, liabilities and expenses properly suffered oncurred by the Lender in connection with this Legal Charge or any loan to the Mortgagor or any Credit Agreement and the enforcement of anythis of the Lender against the Mortgagor and interest on all such amounts at the Rate;

 "Rate" means (in the case of unregulated agreements) the higher of 5% above the base rate for the time being of the Bank of Scotland or the highest rate payable under any Credit Agreement and (in any other case) the highest rate of interest payable under theelevant Credit Agreement:
- "Assets" means all the property, assets, contractual and other rights and undertaking of the Mortgagor, wherever these are located and viii whether present of future;
- ìx each of the provisions of this deed shall be severable and distinct from one another and if one or more ofuch provisions is invalid or unenforceable the remaining provisions shall not in any way be affected; the masculine gender includes the feminine gender and the singular includes the plural and vice versa; headings shall not affet the
- Х. interpretation of each provision;
- χį references to statutes or regulations include references to any reenactment, modification or replacement of them and to any regulations or Statutory Instruments made under them.

We hereby certify that this is a true and exact copy of the original examined at our offices
this of day of 20
Signed:
Bhallok Fielding Solicitors 20 14 Clayton Hall, Harris Park 253 Garstang Road, Preston Lancashire, PR2 9AB, UK