

# MR01

## Particulars of a charge



Companies House



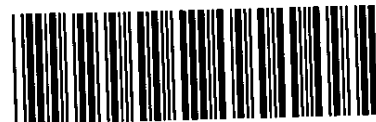
Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be 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 the  
instrument. Use form MRC

TUESDAY



A29 \*A84GRH69\* #231  
30/04/2019  
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 0 9 0 0 6 2 8 4

Company name in full Baachu Works 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 d 2 d 6 m 0 m 4 y 2 y 0 y 1 y 9

### 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 Croydon Enterprise Loan Fund Ltd

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.

MR01

Particulars of a charge

4

### 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

By way of first legal mortgage all land now owned by the company  
By way of first fixed equitable charge all land which the company acquires in the future  
By way of first floating charge any other assets including goodwill owned by the company

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.

5

### 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

6

### 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

7

### 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

8

### 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).

9

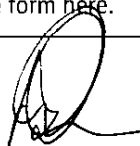
### Signature

Please sign the form here.

Signature

Signature

X



X

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

# MR01

## 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	Brian Gooday
Company name	London Small Business Centre
Address	The Old Courthouse
	Orsett Road
Post town	Grays
County/Region	Essex
Postcode	R M 1 7 5 d d
Country	England
DX	
Telephone	01375 430019



### 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)**



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

Company number: 9006284

Charge code: 0900 6284 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2019 and created by BAACHU WORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2019.

P  
Given at Companies House, Cardiff on 7th May 2019




**Companies House**



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

I Certify that this is a true copy of the Mortgage Deed  
granted in favour of Croydon Enterprise Loan Fund

 26/4/19



Supporting Businesses in Croydon

This Charge made the 26/4/2019 between Baachu Works Limited whose registered address is at ("Customer") of the one part and Croydon Enterprise Loan Fund Limited whose registered address is at Bernard Weatherill House, 8 Mint Walk, Croydon, CR0 1EA ("CELF") which expression shall, unless the context otherwise requires, include CELF's successors and assigns of the other part

WITNESSETH as follows -

### Definitions

1. In this Deed, except where the context otherwise requires, the following expressions have the meanings assigned to them below
  - "Crystallisation Notice" - A notice that the charge hereby created has ceased to be a floating charge and has become crystallised
  - "Current Rate" - Such rate as CELF may from time to time stipulate by notice in writing to Customer
  - "Dispose of" - Sell, mortgage, charge, pledge, lease, part with possession of or otherwise deal with in any manner whatsoever (and "disposition" shall be construed accordingly)
  - "Fixed Assets" - The assets (if any) described in the First Schedule
  - "Floating Assets" - The assets (if any) described in the Second Schedule
  - "Liabilities" - All obligations and liabilities owed or incurred to CELF by Customer, as principal or as surety, alone or jointly and/or severally, whether present or future, actual or contingent and liquidated or unliquidated, and whether arising in contract, tort, restitution or breach of statutory duty
  - "Proceeds" - Items of real or personal property, tangible or intangible, received or to be received by or otherwise vesting in Customer as proceeds of the Property, including proceeds of any disposition of the Property by Customer and sums received or receivable by Customer under any policy of insurance covering the Property
  - "Products" - Any products resulting from the Property becoming confused or commingled with other assets, whether of Customer or of any other person
  - "The Property" - The Fixed and Floating Assets

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2. In this Deed, except where the context otherwise requires, the singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa

**Payment and Discharge of Liabilities:**

3. Customer will on demand -
- (1) pay to CELF without deduction or set-off the amount of its monetary liabilities to CELF,
  - (2) perform all its other obligations and discharge all its other liabilities to CELF, and where responsible for delivery up to CELF of any asset, deliver up the asset without asserting any lien or right of retention

**Interest**

4. The amount of any advance or other financial accommodation granted by CELF to Customer shall carry interest at the current rate and such interest shall accrue from day to day after as well as before any judgement and shall be payable quarterly on the first of March, June, September and December or otherwise as from time to time directed by CELF

**Fixed and Floating charge:**

5. (1) Customer with Full Title Guarantee hereby charges to CELF as security for the payment of Customer's monetary liabilities and the performances of its other obligations to CELF from time to time -
- (a) by way of Fixed Charge, the Fixed Assets and the proceeds and products thereof (and in the case of the assets described in Part 1 of the First Schedule, such charge shall be by way of legal mortgage),
  - (b) by way of Floating Charge, the Floating Assets and the proceeds and products thereof
- (2) The Floating Charge hereby created shall crystallise upon the occurrence of the earliest of the following events, namely
- (a) the commencement of winding-up of Customer, whether voluntary or compulsory,
  - (b) the appointment of a receiver of Customer's income or of any of its assets,
  - (c) Customer's entry into any compromise, composition or scheme of arrangement with its creditors or any assignment for the benefit of creditors,
  - (d) the service on Customer by CELF of a crystallisation notice
- (3) Customer will deposit any documents of title or deeds or certificates of any type with CELF on request

drawn by

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**Disposition in ordinary course of business:**

6. Until the crystallisation of the Floating Charge under Clause 5, Customer shall be at liberty to dispose of any of the Floating Assets by sale or hire purchase in the ordinary course of its business and on terms usual in a business of that kind, but save as aforesaid Customer shall not without the prior written consent of CELF dispose of the property, nor shall it permit the property to become subject to any lien, distress, charge, execution or other legal process.

**Warranties and undertakings by Customer:**

7. Customer hereby warrants -
- (1) that in respect of the full title guarantee, such of the Property as is now owned by Customer at the date hereof is held free from charges or encumbrances except as stated in the second schedule,
- (2) that it does not know of any act, omission or event which, had it been brought to the notice of CELF prior to the date hereof, ought reasonably to have been considered by Customer as likely to affect the decision of CELF as to the provision of financial accommodation to Customer

**Customer hereby undertakes:-**

8. (1) To maintain at all times proper levels of stock of Customer's products,
- (2) to supply to CELF on demand a list of Customer's stock, and thereon stating relation to each item of property -
  - (a) whether it is new or second hand,
  - (b) the date of the purchase or construction,
  - (c) the description of the stock,
  - (d) in the case of second-hand items the date of first production or construction,
  - (e) the date of acquisition by Customer,
  - (f) the value of each such item calculated at market price or cost price, whichever is the lower,
  - (g) such other information as CELF requires,
- (3) to keep the Property properly housed and secured and in good order and condition, and supply CELF on demand with details of the whereabouts of any item of the Property,
- (4) to allow CELF entry to any land or premises included in the property or in which any of the property is situated for the time being and to examine the Property,
- (5) to insure the Property as provided by Clause 9,
- (6) promptly to produce to CELF and its authorised officers and agents all correspondence, accounts, records and other documents relating to the Property and to supply copies thereof or extracts therefrom,
- (7) to conduct every aspect of its business in full conformity with the requirements of the law and indemnify CELF against the consequences of any breach thereof.

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Registered office: New Waverley Enterprise Centre, 11, London Road, Waverley, Norfolk, NR1 1JH.  
 Registered in England: Norfolk and Waverley Enterprise Services Ltd. 550256. Newes Property Services Ltd. 565 975. [www.nwpa.co.uk](http://www.nwpa.co.uk) B01 21741.  
 London Sme Business Centre 140163. 550256. 565 975. 14. 150 5511. 14.

- (8) to install and maintain a good management data and financial information system and provide data each quarter to CELF and to maintain full records of all purchases and sales of the property and all value added tax and other taxes payable by Customer or any of its customers and to allow CELF to inspect and take copies of such records,
- (9) to furnish to CELF a Balance Sheet, Profit and Loss Account and Trading Account showing the true position of Customer's affairs at and during the accounting period preceding Customer's accounting reference date, such account being certified by the auditors of Customer for the time being, and also from time to time such other information respecting the assets and liabilities of Customer as CELF may require,
- (10) promptly to notify CELF of any fact or matter which they ought reasonably to consider would or might be material to the decision of CELF as to the continuance, withdrawal or modification of any financial accommodation offered or to be offered by CELF to Customer,
- (11) to observe and perform all covenants, restrictions and stipulations and all requirements of competent statutory authorities which may now or at any time during the continuance of this security affect the property, and to notify CELF forthwith of any notices or representation received or made with regard thereto,
- (12) not to grant any tenancy licences or share the use of any lease or freehold property

#### **Insurance:**

- 9.**
- (1) Customer shall keep the Property comprehensively insured to the full replacement value thereof with an insurer or insurers approved by the Company against all risks for which insurance cover is usual in business of the kind carried on by Customer
  - (2) Customer shall procure that each policy of insurance, if not taken out in the joint names of CELF and Customer, covers the interests of CELF and Customer, and shall hold such policy and any sums received thereunder on trust for CELF to be applied as provided under sub-clause (3) of this clause
  - (3) All policy monies so far not applied by or at the direction of the insurer to the repair or Replacement of the property, shall be utilised in or towards discharge of Customer's liabilities to CELF, any surplus being paid to Customer
  - (4) Customer shall promptly pay all premiums and perform all other acts necessary to keep such policy of insurance on foot, and shall refrain from any acts which would or might render the policy void, voidable or unenforceable or confer on the insurer the right to withhold, suspend or reduce the payments thereunder

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Registered office: New Wave Enterprise Centre, 40, Old Bailey, London EC3A 3AB

Registered in England: Norfolk and Norwich Enterprise Services Ltd 734253. New Wave Enterprise Services Ltd is a company limited by guarantee with a share capital of £100,000.

London Small Business Centre: 40, Old Bailey, London EC3A 3AB

Company No. 104



## Remedies of CELF

10. (1) Section 103 of the Law of Property Act 1925 shall not apply to this agreement and without prejudice to CELF's rights under any other agreement or instrument CELF's powers of repossession, sale and appointment of a receiver shall forthwith become exercisable, and the whole of Customer's monetary liabilities to CELF shall immediately become payable, in any of the following events, namely
- (a) any event stipulated in Clause 5(2),
  - (b) the non-performance by Customer of any of its obligations or liabilities hereunder,
  - (c) Customer ceasing or threatening to cease to carry on its business,
  - (d) CELF on any reasonable ground considering itself insecure and giving to Customer notice in writing to that effect
- (2) At any time when the statutory powers of sale or of appointment of a receiver are exercisable under the provision of the security the benefit of all insurances covering the property or the construction thereof shall vest in CELF and Customer hereby irrevocably appoints CELF and the Receiver the attorney of Customer for the purpose of receiving all monies payable under any policy of insurance and of compounding or compromising any claims pursuant of any such policy

## Appointment and powers of Receiver:

11. The power of appointing a Receiver hereunder may be exercised by writing under the hand of the secretary or any director or general manager for the time being of CELF or of any other person authorised by the Board of CELF and such power shall extend to the removal of any receiver so appointed and the appointment of another receiver in his place. Any Receiver appointed as aforesaid shall have the power -
- (1) to take possession of, collect and get in any of the Property and for that purpose to complete contracts entered into by and collect sums payable to Customer to appoint managers or agents and to take any proceedings in the name of Customer or otherwise as may seem expedient,
  - (2) to carry on, manage, or concur in carrying on and managing such part of the undertaking or business of Customer as is comprised in this charge and for any of these purposes to raise or borrow any money that may be required upon security on the whole or any part of the Property,
  - (3) to dispose of any part of the Property (and for this purpose to sever any part of the property that has become a fixture or accession without the consent of Customer being obtained) and to accept as payment on any such disposition cash or any other valuable consideration and payment in a lump or by instalments spread over such period as the receiver shall think fit,
  - (4) to make any arrangement or compromise which he shall think expedient in regard to any of the Property or in regard to claims arising out of contracts or dealings relating to or disposition of such Property;
  - (5) to make and effect all repairs, renewals and improvements to any of the property as he shall consider expedient,
  - (6) to promote the formation of any company whether a subsidiary or not with a view to such company purchasing or otherwise acquiring an interest in any of the Property and arranging for that company to trade or cease to trade as he thinks fit,

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### **Power of attorney:**

15. As security for the performance of its obligations and liabilities hereunder Customer irrevocably appoints CELF and any receiver appointed by CELF the attorney of Customer to execute in the name of Customer all deeds and documents and perform all acts required to be performed by Customer hereunder, including payment of any insurance premium or any taxes payable by Customer, and any such payment, together with any other payment made by CELF for the purpose of remedying any breach or omission on the part of Customer, shall forthwith be recoverable by CELF from Customer and shall form part of the liabilities hereby secured

### **Preservation of CELF's rights:**

16. CELF may at any time without discharging or in any way affecting the security hereby created or the rights of CELF against Customer hereunder -
- (1) grant to Customer or to any other person any time or indulgence or come to any arrangement or composition with or agreement not to sue any other person, including any person for whose liability Customer is a surety,
  - (2) exchange, release, modify, deal with or abstain from perfecting or enforcing any securities or guarantees or other rights which it may now have or hereafter acquire from or against Customer or any other person

### **Continuance and discharge of security:**

17. (1) The security shall be a continuing security and shall not be considered satisfied or discharged by any immediate payment of the whole or any part of the monies owing or payable by Customer
- (2) Customer may at any time give to CELF one month's notice of its intention to discharge the security and immediately upon the expiration of such notice the monetary liabilities hereby secured shall forthwith become due and payable

### **Retention of existing security:**

18. The security hereby created is in addition to any other security or securities which CELF now holds or may from time to time acquire from Customer or any other person.

### **Service of notices, etc:**

19. Any notice or demand required or permitted to be served or given to CELF hereunder shall be validly served or given if sent by post to or delivered at Customer's registered office for the time being or at any address at or from which Customer carries on business and if served by post shall be conclusively deemed to have been received within 72 hours of the time posted

### **Special conditions:**

20. This Deed shall have effect subject to the Special Conditions (if any) set out in the Fourth Schedule

**IN WITNESS** thereof this Charge has been executed by Customer the day and year first before written

Delivered by

**LONDON**



Registered office: Norwich Enterprise Centre, 46 Colindale Avenue, Norwich, Norfolk

Registered in England, Norfolk and Waveney Enterprise Services Ltd 1633256, Norwich Property Services Ltd 1633257, Norwich Building Services Ltd 1633258

London Small Business Centre Ltd 06551586, VAT No: 249619714

CELF 00000000

### The Fixed Assets

The freehold and/or leasehold property identified below and comprised in all or any of the documents and registered titles referred to

## Property

### Freehold or Leasehold

Date \_\_\_\_\_

Document

### Description

## Parties

**REGISTERED AT HM LAND REGISTRY**

**Property**

### Freehold or Leasehold

County, District  
or Borough

**Title**

## Registry

**Title**

All assets (not being Floating Assets) now owned or hereafter acquired by Customer or in which it now has or in the future acquires an interest

## The Floating Assets

1 Other assets acquired by Customer for the purpose of resale held by Customer from time to time

### Charges of Encumbrances Affecting the Property

Description of Charge or Encumbrance

Property Charged

Date of Charge or  
Encumbrance

### Special Conditions

None

February

**LONDON**



Registered Office: Norwich, Norfolk, United Kingdom. Registered in England No. 1013292

Registered in England & Wales under company number 06879614  
Registered office: 100-102, Norfolk and Waveney Enterprise Services Ltd 163245, New Property, Ipswich IP3 6LP, Suffolk, UK. VAT No. GB 247 13

London Smith Stress Centre Ltd (LSSC) VAT no 445 612 41

05-11-03

IT IS HEREBY CERTIFIED that this Deed does not contravene any of the provisions of the Memorandum and Articles of Association of Customer,

EXECUTED as a deed Customer

acting by



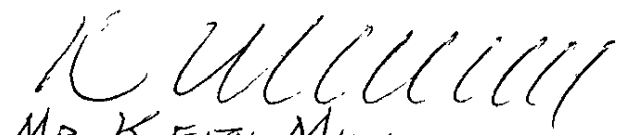
Director



Director Secretary

In the presence of

Signature of witness



Name of witness

MR KEITH MINNER

Address of witness

No 1 CROYDON,  
12-16 ADDISCOMBE ROAD  
CROYDON, CR9 2DR

Occupation of witness

BUSINESS ADVISOR

LONDON



Printed name of the witness in full (to be printed in full in the margin of the deed)