

036311/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge

Oyez

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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 no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will
scanned and placed on the public record. **Do not send the original**

SATURDAY



A49Y7113

A06

20/06/2015

#134

COMPANIES HOUSE

1 Company details

Company number

0 3 2 0 4 6 1 7

Company name in full

ELMSVIEW LEISURE 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 1 d 6 m 0 m 6 y 2 y 0 y 1 y 5

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

THE ROYAL BANK OF SCOTLAND PLC

Name

Name

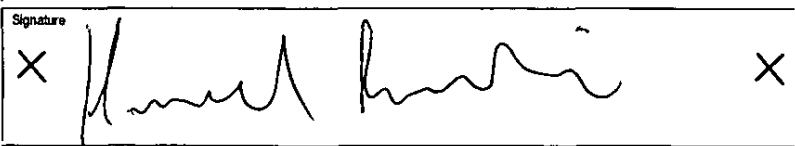
Name

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	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"
Brief description	The freehold property known as 235 Upper Street Islington London N1 1RU registered at the Land Registry under Title No. 256795	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	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> 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	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement	
	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	1 This statement may be filed after the registration of the charge (use form MR06)
	<input type="checkbox"/>	
9	Signature	
	Please sign the form here	
Signature		
	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

Company name

Harold Benjamin

Address

Hill House

67 - 71 Lowlands Road

Harrow

Post town

Middlesex

County/Region

Postcode

H

A

1

3

E

Q

Country

DX

DX 4243 - HARROW

Telephone

020 8422 5678

**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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3204617

Charge code: 0320 4617 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2015 and created by ELMSVIEW LEISURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th June 2015

DT

Given at Companies House, Cardiff on 29th June 2015



Companies House



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

Legal Charge – Licensed Premises (1st Party – Corporate)
(06/10)

THIS IS AN IMPORTANT DEED YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner Elmsview Leisure Limited

Registered No 03204617

Bank The Royal Bank of Scotland plc

Property 235 Upper Street, Islington, London, N1 1RU (Land Registry Title No 256795)
References to **Property** include any part of it and the other assets charged by Clause 2

Date 16 06 15

You must date
the document

Designated Premises Supervisor, Licensable Activities, Licensing Authority, Personal Licence and Premises Licence have the same meanings as in the Licensing Act 2003

1 Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The Owner's **Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1 1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- 1 2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed

2 Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee

- 2 1 charges to the Bank all legal interest in the Property, by way of legal mortgage
- 2 2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future
 - 2 2 1 any other interest in the Property
 - 2 2 2 all rents receivable from any lease granted of the Property
 - 2 2 3 all the goodwill of the Owner's business carried on at the Property
 - 2 2 4 the proceeds of any insurance affecting the Property
 - 2 2 5 the benefit of all certificates or licences (**Licences**) held by the Owner, or a nominee of the Owner, for the Licensable Activities carried on at the Property
 - 2 2 6 all fixtures and fittings not forming part of the Property
 - 2 2 7 all plant and machinery at the Property, including any associated warranties and maintenance contracts

We hereby certify *redacted*
this to be a true copy
of the original

Harold Benjamin
Solicitors
Hill House
67/71 Lowlands Road
Harrow
Middlesex HA1 3EQ

Harold Benjamin

Form of charge filed at HM Land Registry under reference MD1188R

- 6 3 comply with, maintain and renew all Licences and the Personal Licence and provide copies to the Bank (and ensure that the Designated Premises Supervisor does the same)

7 Possession and Exercise of Powers

- 7 1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property)
The Owner will continue in possession until the Bank takes possession
- 7 2 If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay
- 7 3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made
- 7 4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank

8. Appointment of Receiver

The Bank may appoint or remove a receiver or receivers of the Property. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

9. Powers of the Bank and Receivers

- 9 1 The Bank or any receiver may
- 9 1 1 carry on the Owner's business that is conducted at the Property
- 9 1 2 enter, take possession of, and/or generally manage the Property
- 9 1 3 take any action necessary to preserve or renew any Licences
- 9 1 4 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property
- 9 1 5 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Bank or a receiver under this power
- 9 1 6 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately
- 9 1 7 complete any transactions by executing any deeds or documents in the name of the Owner
- 9 1 8 take, continue or defend any proceedings and enter into any arrangement or compromise
- 9 1 9 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this
- 9 1 10 employ advisers, consultants, managers, agents, workmen and others
- 9 1 11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies
- 9 1 12 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers

9 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations

9 3 Joint receivers may exercise their powers jointly or separately

9 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law

9 5 The Bank may exercise any of its powers even if a receiver has been appointed

9 6 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time

9 7 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction

10 Application of Payments

10 1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides

10 2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date

11. Preservation of Other Security and Rights and Further Assurance

11 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights

11 2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name

12 1 to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings

12 2 to apply to the Licensing Authority for the renewal of any Licence or its transfer to the Bank, a nominee of the Bank or a receiver

The production of this deed will be conclusive evidence of the Owner's consent to the application

13. More than One Owner

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities. References to the Owner are to them together and separately.

14 Consents, Notices and Demands

14 1 All consents, notices and demands must be in writing

14 2 The Bank may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Bank

14 3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 p m on a business day, or otherwise on the next business day A **business day** is a weekday other than a national holiday

14.4 A notice from the Owner to the Bank will be effective on receipt

15 Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

16 Law

16 1 English law governs this deed and the English courts have exclusive jurisdiction

16.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction

**Executed and Delivered as a deed by
the Owner**

)))))))

Director/Member

Director/Secretary/Member

If there is only one signature, which must be that of a Director/Member, a witness is required

Signed by the Director/Member in the presence of

Witness' signature

Witness' name in full

Address

Occupation