

# MR01

## Particulars of a charge



Companies House



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A fee is be payable with  
Please see 'How to pay' on



\*A759K88G\*

A13 04/05/2018 #183  
COMPANIES HOUSE

A09 21/04/2018 #231  
COMPANIES HOUSE

☒ **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 MR01

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 3 5 4 6 2 6 2

Company name in full ☒ The Robin R'N'B Club Limited

5 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 ☒ 1 9 0 4 2 0 1 8

### 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 ☒ Marston's 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.

Brief description

All those freehold properties known as 26 Mount Pleasant Bilston West Midlands WV14 7LP registered at Land Registry under title number WM91367 and 28 Mount Pleasant Bilston West Midlands WV14 7LJ registered at Land Registry under title number SF30782 with all buildings and fixtures respectively thereon

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

*Cum Goves*

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  
Charlotte Jones

Company name  
Lunn Groves Solicitors

Address  
Sterling House

158 Hagley Road

Post town  
Oldswinford

County/Region  
West Midlands

Postcode  
D Y 8 2 J L

Country

DX

Telephone  
01384 397355



### 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)



**FILE COPY**

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

Company number: 3546262

Charge code: 0354 6262 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2018 and created by THE ROBIN R'N'B CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2018.

2

Given at Companies House, Cardiff on 12th May 2018



**Companies House**



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

19 April

2018

**THE ROBIN R'N'B CLUB LIMITED (1)**

**MARSTON'S PLC (2)**

**LEGAL CHARGE**

relating to freehold properties known as 26 Mount Pleasant Bilston West Midlands WV14 7LP and 2 Mount Pleasant Bilston West Midlands WV14 7L together with all buildings and fixtures respectively thereon

Certified as a true and correct copy  
of the original

Lunn Groves Solicitors  
Sterling House, 158 Hagley Road  
Stourbridge, West Midlands  
DY8 2JL  
Telephone: 01384 397355

*Cey*

17 04 2018

**Lunn Groves SOLICITORS**

Sterling House 158 Hagley Road Oldswinford Stourbridge DY8 2JL

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## LEGAL CHARGE

### PARTICULARS

#### DATE

19 April 2018

#### Mortgagor

**THE ROBIN R'N'B CLUB LIMITED** (company number 03546262)  
whose registered office is at 28 Mount Pleasant Bilston West  
Midlands WV14 7LJ

#### Mortgagee

**MARSTON'S PLC** (Company Number 31461) of Marston's House  
Brewery Road Wolverhampton WV1 4JT

#### Property

ALL THOSE freehold properties known as 26 Mount Pleasant Bilston West Midlands WV14 7LP registered at the Land Registry under Title Number WM91367 and 28 Mount Pleasant Bilston West Midlands WV14 7LJ registered at the Land Registry under Title Number SF30782 together with all buildings and fixtures respectively thereon

#### Permitted Use

Music venue and other related activities

#### Standard Interest Rate

Such rate (whether before or after judgment) as shall from time to time be the higher of:

(a) 4% over the base rate of Barclays Bank PLC (or such other clearing bank as the Mortgagee may from time to time designate in lieu thereof) for the time being in force; or

(b) 11% per annum

#### Prior Mortgage

None

**THIS LEGAL CHARGE** is made on the date specified in the Particulars between the parties therein mentioned

**NOW THIS DEED WITNESSES AS FOLLOWS**

**1. PARTICULARS AND DEFINITIONS**

The (the "Particulars") shall be deemed to be incorporated herein and the expressions contained therein shall have the meanings set out against them and the following expressions shall have the following meanings:

- 1.1. "Interest" shall mean interest at such rate as shall be agreed in writing between the Mortgagee and the Mortgagor or in the absence of agreement the Standard Interest Rate (compounded at monthly rests) to the date of actual repayment
- 1.2. "Mortgagor" shall include the Mortgagor's subsidiaries and successors in title
- 1.3. "Mortgagee" shall include the Mortgagee's successors in title and assigns
- 1.4. "Mortgaged Assets" shall mean the Property the assets assigned to the Mortgagee by clause 4 hereof and (if applicable) any moveable plant machinery implements utensils furniture goods and equipment from time to time subject to the floating charge created by clause 4
- 1.5. "Planning Acts" shall mean the Town and Country Planning Act 1990 and (where applicable) the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and any associated or similar legislation from time to time in force regulating the development or use of land
- 1.6. "Secured Obligations" means all monies obligations and liabilities covenanted or guaranteed to be paid by the Mortgagor under or pursuant to clause 3

**2. INTERPRETATION**

For the purposes of this Deed the following shall apply to its interpretation:

- 2.1. Words importing the singular number and masculine gender shall include the plural number and feminine gender respectively (and vice versa) and corporations
- 2.2. If the Mortgagor is at any time more than one person or body then all the obligations of the Mortgagor shall be joint and several obligations References to an Act of Parliament shall include any Act or Acts or Regulations amending or replacing it or them and any statutory instruments orders plans regulations permissions and directions deriving validity from it or them
- 2.3. Any covenant of or obligation by the Mortgagor not to do an act or thing shall be construed as if it were a covenant or obligation not to do or permit or suffer such act or thing
- 2.4. The clause headings and any schedule headings are for reference only and shall not be deemed to form part of this Legal Charge nor shall they affect the construction thereof
- 2.5. The expressions "Mortgagee" and "Mortgagor" include where the context admits their respective successors and in the case of the Mortgagee its transferees and assignees whether immediate or derivative

3. **COVENANT TO PAY SECURED OBLIGATIONS**

The Mortgagor hereby covenants and guarantees with the Mortgagee:

- 3.1. to pay to the Mortgagee on demand all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Mortgagee by the Mortgagor in whatever currency denominated whether alone or jointly and in whatever style or form and whether as principal or surety together with interest to date of payment at such rate or rates and upon such terms as may from time to time be agreed commission fees and other charges and all legal and other costs charges and expenses incurred by the Mortgagee in relation to the Mortgagor on a full and unqualified indemnity basis and
- 3.2. without prejudice to the above to pay Interest (both before or after judgment or demand) upon the Secured Obligations to the Mortgagee from the due date for payment thereof

4. **THE CHARGE**

- 4.1. The Mortgagor with full title guarantee **FIRST HEREBY CHARGES** by way of legal mortgage all and singular the Property **AND SECONDLY HEREBY ASSIGNS** to the Mortgagee:

- 4.1.1. all the goodwill of the business or other activities carried on at the Property
- 4.1.2. the full benefit of all present and future licences held in connection with the Permitted Use and
- 4.1.3. the benefit of all guarantees or covenants by any surety or sureties of any of the lessees' obligations under any lease or underlease of the Property now existing or hereinafter granted

as a continuing security for the payment and discharge to the Mortgagee of the Secured Obligations subject to redemption and reassignment upon the terms hereinafter contained. Upon the Secured Obligations being paid or discharged in full and there being no future or contingent Secured Obligations which may arise the Mortgagee shall, at the request and cost of the Mortgagor and without prejudice to clause 16, re-assign the Property and any other charged assets hereunder to the Mortgagor.

- 4.2. If the Mortgagor is a company registered under any of the Companies Acts, the Co-operative and Community Benefit Societies Act 2014 or a society previously registered under any of the Industrial and Provident Societies Acts, the Mortgagor with full title guarantee further hereby charges by way of first floating charge all fixtures equipment furniture all other chattels from time to time used at the Property in connection with the business or other activities carried on by the Mortgagor other than those items by way of food tobacco or other goods which are sold to members of the public by the Mortgagor in the ordinary course of its business as a continuing security as aforesaid
- 4.3. The Mortgagee shall be entitled at any time by notice in writing to the Mortgagor to convert the floating charge created by sub-clause 4.2 into a fixed charge affecting all the Mortgaged Assets which for the time being are the subject of such floating charge or (as the case may be) such of the Mortgaged Assets as are specified in such notice
- 4.4. For the avoidance of doubt this Legal Charge and the obligations on the part of the Mortgagor hereunder secure the ultimate balance from time to time owing to the Mortgagee by the Mortgagor and this Legal Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever.

4.5 This Legal Charge shall be in addition to and not prejudice or affect any present or future guarantees rights and remedies of the Mortgagee as regards the Mortgagor and shall not be void or voidable as to whole or part in the or otherwise unenforceable in the event that any other instrument becomes so.

4.6 The Mortgagee shall not be obliged to resort to any other security and/or guarantee and/or collateral security it may hold from time to time before enforcing this Legal Charge.

## 5. **ENFORCEMENT**

5.1 For the purposes of Section 101 of the Law of Property Act 1925 the Secured Obligations hereby secured shall be deemed to have become due and any floating charges to have crystallised immediately upon a demand for repayment being served upon the Mortgagor (but any third party dealing with the Mortgagee or a receiver under this Legal Charge shall be entitled to assume without enquiry that such demand has been duly made)

5.2 Section 103 of the Law of Property Act 1925 shall not apply to this security and the Mortgagee may exercise its powers of sale and all other powers at any time after the date of this Legal Charge **PROVIDED ALWAYS** that the Mortgagee shall not be entitled to exercise the statutory powers of sale or of appointing a receiver unless the Mortgagee shall first give to the Mortgagor written notice of its intention to exercise such powers or any of them except when a petition for an administration order is being presented when the power of sale or of appointment of a receiver shall be exercisable immediately without the necessity of any notice **AND PROVIDED FURTHER** that any sale in exercise of any statutory powers aforesaid may be made either subject to or discharged from any Prior Mortgage or upon such terms as to indemnity as the Mortgagee may think fit and the Mortgagee may settle and pass the accounts of any person in whom the Prior Mortgage may for the time being be vested and any account so settled and passed shall as between the Mortgagee and the Mortgagor be conclusive and shall be binding on the Mortgagor accordingly

## 6. **MORTGAGEE'S ADVANCES**

6.1 This Legal Charge secures all advances made or to be made in the future to the Mortgagor

6.2 All monies received by the Mortgagee from the Mortgagor may be applied by the Mortgagee either in whole or in part in reduction of such accounts or debts as the Mortgagee in its sole discretion shall think fit

6.3 A certificate by an officer of the Mortgagee as to the amount of the Secured Obligations from time to time shall be conclusive evidence for all purposes against the Mortgagor (except in the case of manifest error)

## 7. **APPOINTMENT OF RECEIVER**

At any time after the Mortgagee shall have lawfully demanded payment of any of the Secured Obligations and/or Interest hereby secured:

7.1. The Mortgagee may by writing under the hand of a director appoint one or more persons to be receiver or receivers of the Mortgaged Assets

7.2 The Mortgagee may from time to time remove the receiver and appoint another in his place

7.3 The Mortgagor hereby irrevocably appoints the receiver its agent for the duration of the receivership to do all things in connection with the Mortgaged Assets which the Mortgagor could do but for the appointment of the receiver

- 7.4 The Mortgagor hereby irrevocably appoints the Mortgagee and the receiver jointly and severally as the Mortgagor's agent to act in its name and on its behalf in making any application or doing anything considered necessary to renew transfer or protect the premises licence or other permit/ authorisation authorising the sale of intoxicating liquor at the Property for such sale or to execute any deed or other document or do any other act or thing which may be required for any of the purposes set out herein and the production of this Legal Charge shall be conclusive evidence of the Mortgagor's consent to any such application or act

8. **RECEIVER'S POWERS**

The receiver shall in addition to the statutory powers conferred upon receivers by Section 109 of the Law of Property Act 1925 but without the restrictions imposed by that Act have power: -

- 8.1. to take possession of and get in the Mortgaged Assets
- 8.2. to use (with the consent of the Mortgagor which is hereby irrevocably given) the trade fixtures fittings furniture equipment and stock normally used by the Mortgagor in connection with the conduct of the business or other activities carried on at the Property free of charge for such period as the receiver shall require and if the receiver at his absolute discretion so determines to sell the same as agent for the Mortgagor (and the Mortgagor agrees to ratify any such sale on his behalf)
- 8.3. to sell by auction or private treaty let surrender or accept surrenders grant easements or licenses or otherwise dispose of or deal with the Mortgaged Assets or any part thereof in such manner and for such consideration or for no consideration and generally on such terms and conditions as the receiver may think fit and so that any consideration received in form other than cash shall forthwith on receipt form part of the Mortgaged Assets
- 8.4. to borrow any monies deemed necessary or expedient for the carrying on of the business or other activities carried on at the Property or the exercise of any of his other powers hereunder
- 8.5. to make any arrangement or compromise or enter into any contracts which he shall deem expedient in the interests of the Mortgagee
- 8.6. to carry on at the Property as agent for the Mortgagor any business or activities previously carried on by the Mortgagor at the Property
- 8.7. to carry on or complete thereon any works of demolition building repair construction furnishing or equipment
- 8.8. to take defend or continue any proceedings in relation to the Mortgaged Assets or any part thereof in the name of the Mortgagor or otherwise as may seem expedient including proceedings for the collection of rents in arrears at the date of his appointment
- 8.9. to operate any rent review clause in respect of the Property or grant or apply for any new or extended tenancy thereof
- 8.10. to insure the Mortgaged Assets or any part thereof in such manner as he shall think fit or as the Mortgagee shall from time to time direct
- 8.11. to assign and transfer the licences held in respect of the said business to any purchaser or purchasers thereof or to such other person or persons as the Mortgagee shall direct
- 8.12. to attend before the appropriate authority for the district in which the Property is situate to apply for any relevant order permission or consent and sign all such notices and other documents and do all such other acts and things for and in the

name place and stead and on behalf of the Mortgagor or otherwise in order to obtain protection for or the transfer of any licences which now or at any time hereafter may be in the name of the Mortgagor unto such purchaser or purchasers or other person or persons as aforesaid and appeal against any refusal by any authority in respect of any grant or transfer or any renewal of any licence or licences or any order regulation or direction made by any authority in respect of the Property and the said business

- 8.13 to sign all necessary notices and make all necessary applications for the purpose of obtaining the renewal or re-grant of any licence necessary development permits planning permissions bye-law consents and any other permissions consents or licenses as may be necessary for the running of any business at the Property in such manner as may be considered expedient in the name of the Mortgagor the Mortgagee or such receiver
- 8.14 to appoint managers agents officers servants and workmen for any of the aforesaid purposes at such salaries and for such periods as he may determine
- 8.15 to utilise any monies at any time or from time to time received by him in his capacity as receiver of the Mortgaged Assets or any part or parts thereof for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments by the receiver whether under Section 109(8) of the Law of Property Act 1925 or otherwise and the said Section 109(8) in its application is hereby varied accordingly
- 8.16 to pay all income and receipts of any business carried on in the Property into an account in the name of the receiver with the Mortgagee (or with a person nominated by the Mortgagee) and until the sale of the Mortgaged Assets the receiver shall be entitled to pay the outgoings and expenses of the business including the expenses and costs of the receiver
- 8.17 to manage any business carried on at the Property as agent for the Mortgagor in such manner as may be considered expedient and appoint managers agents officers security personnel and employees for such purpose and to dismiss the same and to continue to pay the salaries wages and other employment expenses of any employees of the Mortgagor and to dismiss such employees where appropriate in each case as agents to the Mortgagor
- 8.18. to grant such easements rights privileges and licences over and for the benefit of the Property as may be considered expedient for the exercise of the powers granted herein or by statute and to give an effectual receipt for any fine or premium payable on any grant or surrender of any lease and to agree any variation modification or determination of any existing deeds or agreements for the development of the Property and enter into any agreements deeds or bonds which may be necessary or desirable for or incidental to the development of the Property and to do all acts and things incidental thereto
- 8.19. to do all such other things as may be incidental or as he may think conducive to the realisation of the Mortgagee's security

**AND** for any of the purposes aforesaid such receiver may borrow from the Mortgagee in priority to all Secured Obligations and/or Interest hereby secured. Any sum so borrowed shall be treated as immediately owing by the Mortgagor to the Mortgagee and shall bear Interest and shall be secured hereby

#### **9. RECEIVER: FURTHER PROVISIONS**

- 9.1. All or any of the powers of a receiver under this Legal Charge may be exercised by the Mortgagee without first appointing a receiver or regardless of any such appointment

- 9.2. The Mortgagor irrevocably appoints the Mortgagee and each such receiver severally to be the attorney of the Mortgagor to do any act or execute and deliver any deed or document for all or any of the purposes mentioned in clause 8 above and the powers confirmed by clause 8 and this clause shall be in addition to all powers given by statute to the Mortgagor or to any such receiver. Without prejudice to the generality of the foregoing the Mortgagor hereby covenants with the Mortgagee and separately with any such receiver that if required so to do the Mortgagor will ratify and confirm all transactions entered into by the Mortgagee or any such receiver or by the Mortgagor at the receiver's instance in the exercise or purported exercise of the powers of the receiver and the Mortgagor irrevocably acknowledges and agrees that the said power of attorney is (inter alia) given to the Mortgagee and such receiver to secure the performance of the Mortgagor's obligations hereunder
- 9.3. Any such receiver shall be entitled to remuneration determined by the Mortgagee for his service and the services of his firm appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the receiver in accordance with the current practice of the receiver or his firm and without being limited by the maximum rate specified in Section 109(6) of the Law of Property Act 1925
- 9.4. The Mortgagor agrees to indemnify the Mortgagee and as a separate covenant any receiver appointed by it against all existing and future rents rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time payable in respect of the Property or by the owner or occupier thereof. If any such sums shall be paid by the Mortgagee or any receiver the same shall be treated as immediately owing by the Mortgagor to the Mortgagee and shall bear Interest and shall be secured hereby
- 9.5. The powers conferred by this Legal Charge shall be in addition to all powers given by statute to the Mortgagee or to any receiver appointed by it
- 9.6. No purchaser or other person dealing with the Mortgagee or its delegate or any receiver appointed hereunder shall be bound to see or enquire whether the right of the Mortgagee or such receiver to exercise any of its of his powers has arisen or has become exercisable or be concerned with any notice to the contrary or be concerned to see whether any delegation by the Mortgagee shall have lapsed for any reason or been revoked

**10. APPLICATION OF PROCEEDS OF SALE**

All money received by the receiver whether from the carrying on of the business or the activities carried on at the Property or from the realisation of any of the Mortgaged Assets or otherwise (after discharging all claims having priority) shall be paid or applied in the following order of priority:

- 10.1. in satisfaction of all costs liabilities and expenses properly incurred in the carrying on of the business or the activities carried on at the Property or in the exercise of the powers of the receiver whether made by the Mortgagee or the receiver (including the remuneration of the receiver)
- 10.2. in the satisfaction of all Secured Obligations and/or Interest secured by this Legal Charge
- 10.3. as to any surplus to the person entitled to such surplus

**11. CONSOLIDATION AND SUBSEQUENT MORTGAGES**

- 11.1. The provisions of Section 93 of the Law of Property Act 1925 (relating to consolidation) shall not apply to this security

- 11.2 If the Mortgagee receives notice of any subsequent charge or mortgage or assignment or other interest affecting the Mortgaged Assets or any part thereof the Mortgagee may open a new account or accounts with the Mortgagor. If the Mortgagee does not open a new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Mortgagor to the Mortgagee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Indebtedness due from the Mortgagor to the Mortgagee at the time when it received the notice

## 12. **MORTGAGOR'S FURTHER OBLIGATIONS**

The Mortgagor hereby covenants with the Mortgagee as follows:

- 12.1 That the Mortgagor will not exercise or attempt or purport to exercise the statutory powers of leasing agreeing to lease or accepting surrender of leases conferred upon mortgagors in possession by the Law of Property Act 1925 over or in relation to the Property or any part thereof without the prior consent in writing of the Mortgagee and the Mortgagor entering into such covenants as the Mortgagee shall reasonably require which shall include an obligation to charge the Property with and/or guarantee to the Mortgagee payment of the Mortgagor's tenant's trading account with the Mortgagee but it shall not be necessary in any such lease agreement or surrender to express such consent
- 12.2 The Mortgagor will not create any mortgage charge or like encumbrance whether legal or equitable over or in respect of the Property or any of the other Mortgaged Assets or any interest of the Mortgagor therein without first obtaining the written consent of the Mortgagee and it shall be a condition of any such consent that the Mortgagor will if required by the Mortgagee obtain at the expense of the Mortgagor the execution of a deed of priorities in a form approved by the Mortgagee by any mortgagee chargee or like encumbrancer to the intent that this Legal Charge and all Secured Obligations and/or Interest then secured hereby shall at all times continue to rank as a charge on the Property on the basis of a continuing security with priority over any such mortgage charge or like encumbrance save as expressly provided herein or in any deed of priorities made between the Mortgagee and any subsequent mortgagee hereafter
- 12.3. That the Mortgagor has complied with all the formalities which are requisite to the Mortgagor entering into this Legal Charge and has obtained all consents permissions and licences necessary for conducting at the Property the Permitted Use
- 12.4 To keep the Property insured against fire and such other risks usually covered by a comprehensive policy of insurance in a sum not less than the full reinstatement value of the Property with an insurance office or underwriters of repute and whenever requested so to do produce to the Mortgagee the policy or policies of insurance and the receipt for the last premium paid on such policy or policies and immediately upon the execution of this Legal Charge to give notice in writing to the insurers of the Mortgagee's interest as mortgagee in the Property and produce to the Mortgagee written confirmation by the insurers of having noted such interest within fourteen days from the date hereof and in the event of any default by the Mortgagee in effecting such insurance or producing any such policy or policies of insurance or written confirmation the Mortgagee shall be entitled to effect such insurance at the expense of the Mortgagor who shall on demand repay the cost thereof to the Mortgagee with Interest thereon from the date of demand until the date of repayment and all such money costs and expenses not so repaid and Interest shall be charged on the Property **AND PROVIDED** that all money to be received in respect of any such insurance as aforesaid shall be applied in the same manner as if the same had been received by the Mortgagee upon the exercise by the Mortgagee of its power of sale hereunder
- 12.5 To keep the Property and any other assets for the time being comprised in this Legal Charge and all fixtures fittings furniture and trade utensils therein in good

repair and if the Mortgagor shall fail so to do the Mortgagee shall thereupon be entitled to enter upon the Property or any part thereof and execute such repairs as may be necessary or proper without thereby becoming liable as mortgagee in possession and the Mortgagor will on demand repay to the Mortgagee all the expenses thereby incurred by the Mortgagee and will pay Interest from the date of demand until repayment on any money not repaid on demand as aforesaid and all such money costs and expenses not so repaid and Interest shall be secured hereby

- 12.6 To observe and perform all covenants conditions agreements stipulations and other matters (if any) affecting the Property or the business or other activities carried on at the Property and to comply in all respects with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement given by any planning local or other authority or court
- 12.7 To apply or cause application to be made at all proper times to the appropriate authority for the time being and to use his best endeavours to obtain a renewal of any certificate or licence from time to time granted and necessary for using and keeping open the Property for the Permitted Use and as a place in which intoxicating liquor may lawfully be supplied or sold and not to do or permit to be done any act or suffer any omission whereby any certificate or licence relating to the Property or the business or activities carried on therein may be liable to limitation forfeiture or cancellation or non-renewal and to insure any registration certificate or licence held in respect of the Property or the business or activities carried on therein against cancellation forfeiture or non-renewal in a sum not less than the Secured Obligations with the interest of the Mortgagee as mortgagee noted thereon and in default the Mortgagee may effect such insurance and any premium costs or expenses incurred by the Mortgagee in connection therewith shall be repaid by the Mortgagor to the Mortgagee on demand with Interest thereon from the date of demand to the date of repayment and any such premium costs expenses or Interest if not so repaid shall be charged on the Property and all money received in respect of such insurance shall be applied in the same manner as if the same had been received by the Mortgagee upon the exercise of its power of sale hereunder
- 12.8 Not to cause or permit any person to be registered under the Land Registration Act 1925 or any substituted statutory provisions as the proprietor of the Property or any part thereof without the consent in writing of the Mortgagee and if the Mortgagee shall incur any costs in entering any caution against such registration or otherwise in connection with such matters the same shall be deemed to have been properly incurred as mortgagee
- 12.9 To permit the Mortgagee or its agents or servants at all reasonable times to enter into and upon the Property and every part thereof to inspect the same
- 12.10 Not to carry out or permit to be carried out on the Property any development or material change of use within the meaning of the Planning Acts nor to erect any new building or structure nor to alter any existing building or structure unless the Mortgagor shall first have obtained all requisite planning and bye-law consents and complied with any requirements of the applicable licensing authority and obtained the prior written consent of the Mortgagee and strictly to comply with the terms of any such planning bye-law or other consent or requirement
- 12.11 To repay to the Mortgagee on demand all costs charges and expenses incurred or paid by the Mortgagee as mortgagee which from the date of demand until the date of payment shall carry interest at the Standard Interest Rate and shall in addition and without prejudice to any other rights or remedies which the Mortgagee may have in respect thereof be charged upon the Property
- 12.12 To provide the Mortgagee with a copy of the Mortgagor's profit and loss account balance sheet and trading account within four months of the end of each financial year of the Mortgagor

12.13 Where at the date of this Legal Charge or subsequently with the Mortgagee's prior consent the Property shall have been let: -

12.13.1. the Mortgagor covenants with the Mortgagee to take all necessary steps to ensure the Mortgagor's tenant complies with the covenants on such tenant's part contained in such lease ("the Lease") and the Mortgagor hereby further covenants to keep the Mortgagee advised as to any breaches of such covenants on the part of the Mortgagor's tenant or any change in relationship between the Mortgagor and its tenant and in particular in respect of any review of the rent

12.13.2 the Mortgagor hereby irrevocably appoints the Mortgagee and any receiver appointed by the Mortgagee as the Mortgagor's agent and attorney to act in its name and on its behalf in the management of the Property and the Lease including settling rent reviews on behalf of the Mortgagor and taking all necessary steps in connection with any breach of the Lease including taking steps to determine the Lease

**13. POWERS OF LEASING**

The statutory powers of leasing conferred on the Mortgagee shall be extended so as to authorise the Mortgagee to lease and make agreements for lease at a premium or otherwise and to accept surrenders of leases and grant options leases to occupy or franchises as the Mortgagee shall think expedient and without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925. The Mortgagee in exercising its statutory power of sale shall be at liberty to sell at such price and on such terms and conditions as it in its sole discretion thinks fit and shall not be under any duty to obtain the best or any particular price neither shall the Mortgagee nor any receiver be liable to the Mortgagor or any other person for any loss damage cost expense or liability which the Mortgagor or any such person may suffer or incur as a direct or indirect result of the Mortgagee exercising its statutory power of sale or such receiver exercising his powers hereunder

**14. POSSESSION**

Entry into possession of the Property for whatever reason shall not render the Mortgagee or any receiver liable to account as mortgagee in possession

**15. MORTGAGOR'S CHATTELS**

The Mortgagor hereby irrevocably authorises that where any event has occurred and the security hereby constituted shall have become enforceable and the statutory power of sale or of appointing a receiver shall have become exercisable by the Mortgagee the Mortgagee shall be entitled to use the trade fixtures fittings furniture equipment and stock normally used by the Mortgagor in connection with the conduct of the business or other activities carried on at the Property and which are then on the Property free of charge for such period as the Mortgagee shall reasonably require and if the Mortgagee in its absolute discretion so determines to sell the same as agent for the Mortgagor (and the Mortgagor agrees to ratify any such sale on his behalf) and to pay the proceeds of sale (after deduction of expenses incurred in the sale) to the Mortgagor (to the extent that they are not due to the Mortgagee by virtue of sub-clauses 4.2 and 4.3 above)

**16. DISCHARGE**

If the Mortgagor shall at any time pay to the Mortgagee the full amount of the Secured Obligations (together with any Interest due) the Mortgagee will at the request and cost of the Mortgagor discharge this security by the provision of Land Registry DS1 (or equivalent from time to time) and deed of release of the Property from this security in such form as reasonably acceptable to the Mortgagee

17. **VAT**

All references to sums payable by the Mortgagor under this Legal Charge are exclusive of any VAT charged or chargeable thereon

18. **CONSTRUCTION**

- 18.1 Each of the provisions contained in this Legal Charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity the legality and the enforceability of each of the remaining provisions of this Legal Charge shall not in any way be affected prejudiced or impaired thereby
- 18.2 This Legal Charge shall remain in full force and effect as a continuing security until the Mortgagee discharges it
- 18.3 This Legal Charge shall be governed by and construed in accordance with English Law and the Mortgagor irrevocably submits to the non-exclusive jurisdiction of the English Courts
- 18.4 This Legal Charge is in addition to and shall not merge with or otherwise prejudice or affect any other right remedy guarantee indemnity security or other arrangement between the Mortgagee and the Mortgagor and it may be enforced notwithstanding the terms validity or enforceability of the same
- 18.5 The Mortgagee's rights and remedies with this Legal Charge or otherwise are cumulative and they shall not be affected by any time indulgence or forbearance which the Mortgagee may give the Mortgagor or any other person

19. **NOTICES**

Any notice or demand by the Mortgagee hereunder shall be deemed to have been sufficiently given if sent by prepaid first class letter post to the address stated hereon or to the address last known to the Mortgagee or if the Mortgagor is a company to the address stated hereon or to the registered office of the Mortgagor and shall be deemed to have been served upon the addressee at 10.00 am the next succeeding day (or if the next succeeding day be a Sunday or any other day upon which no delivery of letters is made at 10.00 am on the next succeeding day but one) and in any other case shall be deemed to have been served on the addressee upon expiry of forty eight hours from the time of posting of the same and the aforesaid shall in the service of legal proceedings be deemed to constitute good service. In the case of the death of any person a party hereto and until the Mortgagee receives notice in writing of the grant of probate of the will or letters of administration in respect of the estate of the deceased any notice or demand by the Mortgagee sent by post as aforesaid to the deceased shall for all purposes be deemed as sufficient notice or demand by the Mortgagee to the deceased and his personal representatives and shall be as effectual as if the deceased were still living and the aforesaid shall in the service of legal proceedings be deemed to constitute good service

20. **RESTRICTION**

- 20.1 The Mortgagor hereby requests the Chief Land Registrar to note the following restriction in the proprietorship register of any registered land forming part of the Property:

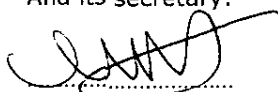
"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 19/4/8 in favour of Marston's PLC referred to in the charges register or, if appropriate,

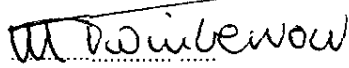
signed on such proprietor's behalf by its conveyancer"

- 11 Any costs of entering the restriction referred in the preceding sub-clause shall be deemed to be costs properly incurred hereunder by the Mortgagee

**IN WITNESS** of which the parties have executed this Legal Charge as a **DEED** and delivered it on the date first appearing in the Particulars

**EXECUTED** as a **DEED** by  
**THE ROBIN R'N'B CLUB LIMITED**  
Acting by two directors or one director  
And its secretary:

  
.....  
Director

  
.....  
Director/Secretary

**EXECUTED** as a **DEED** by  
**MARSTON'S PLC** acting  
By Two Directors or One  
Director and its Secretary:

Director

Director/Secretary