

MR01

Particulars of a charge

711 370 123  
laserform



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 back



**What this form is for**

You may use this form to register  
a charge created or evidenced by  
an instrument.



**What this form is NOT for**

You may not use this form to  
register a charge where there is  
an instrument. Use form MR08.

FRIDAY



A14 \*A865YSUI\* #106  
24/05/2019  
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 6 9 3 6 2 0 6

Company name in full

Humble Group 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 1 m 0 m 5 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

National Westminster Bank 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

By way of legal mortgage all legal interest in 11&  
13 Theberton Street London N1 0QY Land Registry  
Number NGL791398

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** ①

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).

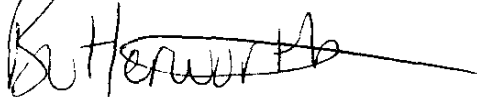
9

**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 Emma Aitchison

Company name Butterworths Solicitors

Address 3 Walker Terrace

Post town Gateshead

County/Region Tyne & Wear

Postcode N E 8 1 E B

Country England

DX

Telephone 01914821152

**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: 6936206

Charge code: 0693 6206 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2019 and created by HUMBLE GROUP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2019.

*[Handwritten signature]*

Given at Companies House, Cardiff on 30th May 2019



**Companies House**



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

We hereby certify this document to be a true copy of the original.

Signed .....

Dated ..... 22.5.19 .....

Butterworths Solicitors,

3 Walker Terrace  
Gateshead, Tyne & Wear

NE8 1EB

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

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

Owner: Humble Group Limited Registered No: 06936206

Bank: National Westminster Bank Plc

Property: 11 and 13 Theberton Street London N1 0QY (Land Registry)  
Title No: NL791398

References to **Property** include any part of it and the other assets charged by Clause 2.

Date: 200519

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.

- 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.

**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.

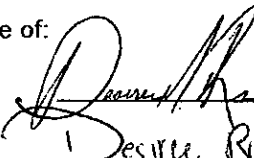
Signed by the Director/Member in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

  
\_\_\_\_\_  
Desire Russo  
71A Stillness Road S623 1NG  
Manager