

200778/92 CHEQUE USED TO PAY FOR MULTIPLE DOCS

In accordance with
Sections 859A &
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

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 there is no
instrument Use form MR08

WEDNESDAY



A17

A5KCFN1S
23/11/2016

#223

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

1 Company details

Company number 08167399

Company name in full ALBION F & B LIMITED

3 For official use

Filing 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 09/11/2016

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 FIRST MERCHANT FINANCE 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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

By way of security for the payment of the sum of £100,000. (and interest at a rate of 12.5% pa) over several chattels and things specifically described in the schedule annexed to the Bill of Sale and situate at Unit TK7 Trinity Kitchen, Trinity Leeds Shopping Centre, Albion Street, Leeds and storeroom LS1 5AT.

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

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

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
KAREN JAMES

Company name
EMW

Address
Seebeck House

1 Seebeck Place

Knowlhill

Post town
Milton Keynes

County/Region

Postcode
M K 5 8 F R

Country

DX
DX 151620 Milton Keynes 18

Telephone
0345 074 2473



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: 8167399

Charge code: 0816 7399 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th November 2016 and created by ALBION F & B LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2016.

Dt.

Given at Companies House, Cardiff on 30th November 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We certify this to be
a true copy of the original

Dated

9 November 2016

Bill of Sale

between

ALBION F & B LIMITED

and

FIRST MERCHANT FINANCE PLC

JPC Law
Omni House
252 Belsize Road
London NW6 4BT
Tel 020 7625 4424
Ref SI1/SI1/FIR011/055

JPC
LAW

Contents

1	Payment	3
2	Insurance	3
3	Rent and receipts	3
4	Not to allow execution etc or to remove chattels without consent	4
5	Repair and replacement of chattels	4
6	Seizure	4
7	Seizure and sale	4
8	Proceeds of sale	5
9	Defeasance of security on satisfaction	5
10	Further assurances	5
11	Causes of seizure	5
12	Joint and Several	5
	SCHEDULE Chattels	6

THIS BILL OF SALE made the 9 day of November 2016

BETWEEN

ALBION F & B LIMITED (company number 08167399) whose registered office is at Unit 226 Ducie House, 37 Ducie Street, Manchester M1 2JW ("the Company") of the one part and **FIRST MERCHANT FINANCE PLC** of 36 Seymour Street, Marylebone, London W1H 7JF ("the Lender") of the other part WITNESS that in consideration of the sum of £100,000 (one hundred thousand pounds) now paid to the Company by the Lender receipt of which the Company hereby acknowledges the Company hereby assigns to the Lender its executors administrators and assigns all and singular the several chattels and things specifically described in the schedule hereto annexed and situate at Unit TK7 Trinity Kitchen, Trinity Leeds Shopping Centre, Albion Street Leeds and storeroom LS1 5AT ("the Property") by way of security for the payment of the sum of £100,000 ("the Principal Monies") and interest at the rate of 12 5% per annum

AND the Company further agrees and declares

1 Payment

That it will duly pay to the Lender the Principal Monies aforesaid together with interest at the specified rate of 12 5% per annum by equal monthly installments of £2,708 33 on the 1st day of each month and in default of payment of any principal or interest the unpaid balance of the Principal Monies together with interest then accrued due shall at once become payable, together with interest on the unpaid balance of the Principal Sum at the specified rate from the date of default until payment

2 Insurance

That it will during the continuance of this security at all times keep the chattels hereby assigned insured against loss or damage by fire with some reputable insurance office in the sum of £[] in the joint names of itself and the Lender and will pay all premiums necessary for effecting and keeping up such insurance and will on demand in writing produce and if required deliver to the Lender the policy or policies of such insurance and the receipt for every such payment, And if default shall at any time be made by the Company in effecting and keeping up such insurance it shall be lawful for the Lender to insure and keep insured the chattels in such sum and all money expended by it for such purpose together with interest at the rate of 12 5% per annum from the time of the same having been expended shall on demand be repaid to it by the Company and until such repayment shall be a charge upon all the chattels hereby assigned

3 Rent and receipts

That it will during the continuance of this security at all times pay the rent rates and taxes in respect of the premises upon or in which the chattels hereby assigned shall be and will keep the same from being distrained for rent rates or taxes or from being taken under any execution and will at all times on demand in writing produce to the Lender or its authorised agents the receipts for such rent rates and taxes, And that it shall be lawful for the Lender to pay and discharge all rent rates taxes assessments and outgoings which at any time during

the subsistence of the security may be or become due assessed or payable in respect of the premises upon or in which for the time being the chattels may be and thereupon all such payments made by the Lender together with interest at the rate of 12 5% per annum from the time shall be a charge upon the chattels which shall not be redeemed until full payment of all such sums and interest And further that the Guarantors will on demand repay to the Lender all such payments made and all costs charges and expenses incurred by the Company in the above manner with interest at the last mentioned rate

4 Not to allow execution etc or to remove chattels without consent

That it will not -

- 4 1 permit or suffer any distress or execution to be levied upon the chattels or any of them,
- 4 2 remove the chattels or any of them from the Property without the consent of the Lender provided that they may be removed from time to time for the purpose of effecting necessary repairs to them without the prior consent in writing of the Lender

5 Repair and replacement of chattels

That it will keep the chattels in good and substantial repair and condition and will replace such of them as may be destroyed or worn out with other chattels of equal value and any chattels so substituted for any chattels hereby assigned shall be included in this security and it shall be lawful for the Lender from time to time and at all reasonable times during the continuance of this security to enter the Property to inspect the same and take inventories of them

6 Seizure

That in case the Company shall fail to pay the principal sum or of any part of it or of the interest on it at the times appointed for payment respectively or in the performance of any covenant or agreement contained herein and necessary for maintaining this security or if it shall do or suffer any matter or thing whereby it shall become insolvent or shall suffer the chattels or any of them to be distrained for rent rates or taxes or if it shall fraudulently either remove the chattels or suffer the same or any of them to be removed from the premises in which they are or shall be or if it shall not without reasonable excuse upon demand in writing by the Lender produce to it the last receipt for rent rates and taxes or if execution shall during the continuance of this security have been levied against the goods of the Company under any judgment at law then and in any such case it shall be lawful for the Lender its servants or agents without previous notice to the Company to seize and take possession of any chattels included in this security in whatever place or places they may happen to be

7 Seizure and sale

That if the Lender shall become entitled to seize the chattels hereby assigned it and its agents may enter and remain upon any premises where the chattels may be and if necessary break open doors and windows in order to obtain admission and after the expiration of 5 clear days from the day of seizure may sell the chattels by public auction or private contract on or off the premises

8 Proceeds of sale

And the Lender shall be entitled out of the proceeds of any such sale to retain the principal sum or so much of it as may remain unpaid and the interest then due together with the sum charged upon the chattels under clauses 2 and 3 and all other costs charges payments and expenses incurred made or sustained in

8 1 entering upon the premises,

8 2 discharging any distress execution or other incumbrance on the chattels or any of them,

8 3 seizing taking retaining and keeping possession of the chattels or any of them,

8 4 effecting the carriage removal warehousing valuing or sale including the cost of inventories catalogues and advertising of the chattels or any of them, and

8 5 maintaining and defending his rights

and after payment of such principal money and interest and such costs charges payments expenses and incumbrances as described above shall pay over the surplus (if any) of the proceeds of such sale to the Company

9 Defeasance of security on satisfaction

That upon payment of the Principal Monies and interest and the sums costs charges payments and expenses specified in clause 7 or 8 of this document this security shall be void

10 Further assurances

That the Company and every other person claiming by or through the Company any interest in the chattels or any of them will at all times at the cost of the Company execute and do all such assurances and things as may be lawfully required by the Lender for further and better assuring unto it all or any of the chattels and for enabling him to obtain possession of the same

11 Causes of seizure

PROVIDED ALWAYS that the chattels assigned shall not be liable to seizure or to be taken possession of by the Lender for any cause other than those specified in Section 7 of the Bills of Sale Act (1878) Amendment Act 1882

12 Joint and Several

Where this Deed is executed by or on behalf of two or more parties, the Company's obligations shall take effect as joint and several obligations and all references to the Company shall take effect as references to any of such parties This Bill of Sale shall not be revoked or impaired as to any of such parties by the death, incapacity or insolvency of any other

IN WITNESS whereof the Company have executed this document as a Deed the day and year first before written

SCHEDULE: Chattels

[List of chattels situation at the Property attached]


Signed as a Deed by
Albion F & B Limited
acting by a director
in the presence of

Witness signature

Witness name

Witness address

Witness occupation

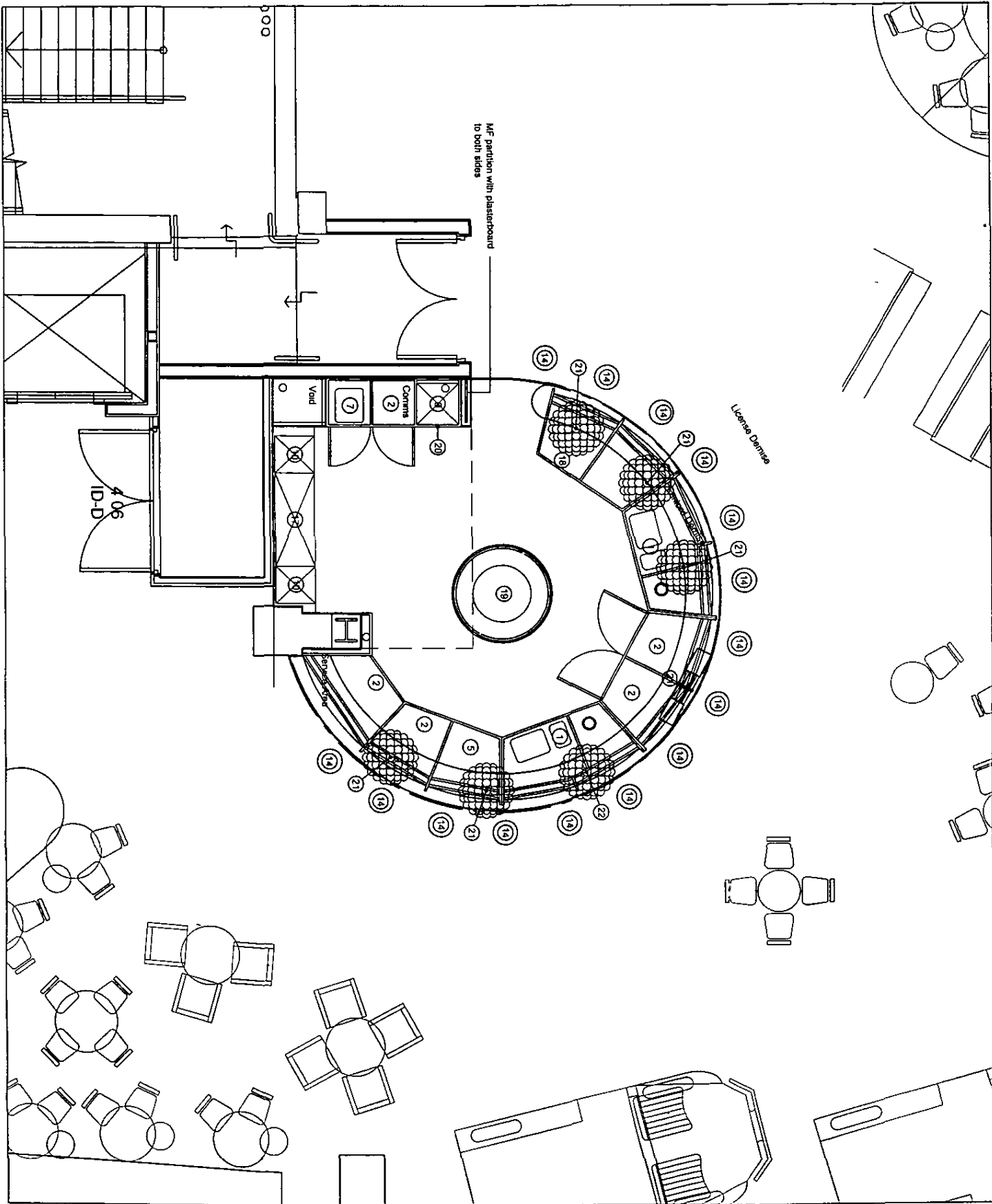

IAN ZANT-BAKER
EMW
Seebeck House
1 Seebeck Place
Knowlhill
Milton Keynes MK5 8FR
SOLICITOR

360 Champagne and Cocktails
Trinity Leeds
Equipment
Rev. -



7th August 2013 Quotation provided by
Bluebird Refrigeration & Air Conditioning Ltd
Tel 08000 432583

Bar Equipment		Unit cost	Total
Under Counter Freezer	1 Gram F210 RG	£ 850 00	£ 850 00
Ice Flaker	1 Hoshizaki FM180EE	£ 1,982 00	£ 1,982 00
Wash Hand Basin	1	Not quoted	
Coffee Machine (3 Station)	1	Not quoted	
Single Cooler (Champagne Wall)	6 Osborne 180E Silver	£ 507 00	£ 3,042 00
Double Cooler (Champagne Wall)	3 Osborne 250ES Silver	£ 820 00	£ 2,460 00
Smoothie Maker	1	Not quoted	
Coffee Grinder	1	Not quoted	
Panini Maker	1	Not quoted	
Remote Store			
Large Bottle Cooler (Double Height)	1 Osborne 350ES Silver	£ 998 00	£ 998 00
Large Freezer (Double Height)	1 Polar G595	£ 1,345 00	£ 1,345 00
Ice Maker	1 Whirlpool K40	£ 760 00	£ 760 00
Dishwasher	1	Not quoted	
Water heater to be installed at hand wash sink		Not quoted	
Total			£ 11,437.00



Project Information

Project Name: **Thinly F&B Ltd**

Project Address: **Circle 500 Bar**

Project Location: **Trenly Shopping Centre Lands**

Project Number: **1205**

Project Date: **AL(2)002 D**

Project Status: **Information**

Architectural Details

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Client Information

Client Name: **Thinly F&B Ltd**

Client Address: **Circle 500 Bar**

Client Location: **Trenly Shopping Centre Lands**

Client Number: **1205**

Client Date: **AL(2)002 D**

Client Status: **Information**

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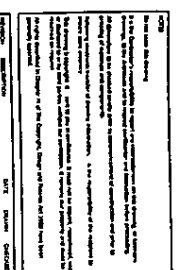
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WORK IN CLASS	PROJECT
A	INFORMATION

WORK IN CLASS	Purposeful
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