



**Registration of a Charge**

Company name: **CIRCUS COVENT GARDEN LIMITED**

Company number: **09045105**



X7EGE0W9

Received for Electronic Filing: **14/09/2018**

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**Details of Charge**

Date of creation: **30/08/2018**

Charge code: **0904 5105 0001**

Persons entitled: **WILLIAM TREVOR DAVIES AND SMITH & WILLIAMSON TRUST  
CORPORATION LIMITED AS THE TRUSTEES OF THE MITRE PENSION  
SCHEME**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS CIRCUS, 29 ENDELL STREET,  
LONDON EC2H 9BA (LAND REGISTRY TITLE NUMBER NGL 956916)**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FREETHS LLP**



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

Company number: 9045105

Charge code: 0904 5105 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th August 2018 and created by CIRCUS COVENT GARDEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2018 .

Given at Companies House, Cardiff on 18th September 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated 30 August 2018

**William Trevor Davies and Smith & Williamson Trust  
Corporation Limited as the trustees of the Mitre Pension  
Scheme**

**And**  
**CIRCUS COVENT GARDEN**  
**Market Café Limited**

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**LEGAL CHARGE**

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# H M LAND REGISTRY

## Land Registration Acts 1925 to 2002

**Administrative Area:** Camden  
**Title Number:** NGL956916  
**Property:** Circus, 27-29 Endell Street, London, WC2H 9BA

THIS LEGAL CHARGE is made the 30<sup>th</sup> day of August 2017 Two thousand and eighteen

### BETWEEN

- (1) ~~Market Café Limited~~ <sup>CIRCUS COVENT GARDEN</sup> (CRN 0055296) <sup>9045105</sup> whose registered office is at 27-29 Endell Street, London, WC2H 9BA ("The Company") *renewed*
- (2) William Trevor Davies of 48 Thames Quay, Chelsea Harbour, London, SW10 0UY and Smith & Williamson Trust Corporation Limited (CRN 02013947) whose registered office is at 25 Moorgate, London, EC2R 6AY as the trustees of the Mitre Pension Scheme ("the Trustees")

### WHEREAS

#### 1. DEFINITIONS

"Debt"	the total amount including interest from time to time due and owing by the Company to the Trustees under the Loan Agreement
"Loan Agreement"	Agreements dated 27 June & 22 August 2017 between the Trustees and the Company
"Property"	the leasehold property known as Circus, 29 Endell Street, London, EC2H 9BA as the same is registered at HM Land Registry under title number NGL956916.

- 1.1 References to male include female and singular include plural
- 1.2 Where a party to this Legal Charge at any time comprises more than one person that party's covenants and obligations shall be joint and several

- 1.3 References to any statute or statutory provision include any modification or re-enactment for the time being in force unless the context otherwise requires
- 1.4 The heading and sub-headings are for ease of reference only and shall not affect the interpretation or construction of any clause

**2. RECITALS**

- 2.1 is registered as the proprietor of the Property
- 2.2 The Trustees have agreed to enter into the Loan Agreement with the Company
- 2.3 The Company in consideration of the Loan Agreement agreed with the Trustees to have repayment of the Debt secured upon the Property by this Legal Charge

**NOW THIS DEED WITNESSES** as follows:

**3. LEGAL CHARGE**

The Company hereby charges with full title guarantee by way of legal mortgage the Property as security for payment of the Debt to the Trustees

**4. PAYMENT OF DEBT**

The Company covenants with the Trustees to repay the Debt immediately on demand

**5. INCORPORATION OF LOAN AGREEMENT**

Each of the parties covenants with the other that he will comply with the obligations and other stipulations contained in the Loan Agreement so far as they are applicable to him and that they will affect and apply to this Legal Charge and its subject matters as though they were here repeated in full and with such modifications as are necessary to make them applicable to this Legal Charge

**6. PROVISION FOR REDEMPTION**

If the Company shall at any time pay to the Trustees the Debt in accordance with the Loan Agreement the Trustees will at the request and cost of the Company duly discharge this security

**7. THE COMPANY'S COVENANTS**

hereby covenants with the Trustees as follows:

## **7.1 Insurance Of Buildings**

- 7.1.1 To keep the buildings for the time being comprised in this security insured against loss or damage by fire to the full value thereof with some insurance office or underwriters of repute and duly and punctually pay all premiums and other payments required for effecting and keeping up such insurance as and when the same shall become due and when required by the Trustees produce to her the policy or policies of such insurance and the receipt for each such payment
- 7.1.2 If The Company shall fail to perform any of her obligations under this clause and if the Trustees shall then insure the buildings the Company will on demand repay to the Lender all payments made by her for that purpose
- 7.1.3 All money which may be received by virtue of any such insurance shall be applied in the first place in making good the loss or damage in respect of which it shall have been received

## **7.2 Repair Of Buildings**

So long as any money remains owing on this security the Company will keep the buildings for the time being comprised in this security in good repair and if the Company shall fail to do so the Trustees shall then be entitled to enter upon the Property or any part of it and execute such repairs as in the opinion of the Trustees may be necessary or proper without thereby becoming liable as mortgagee in possession and the Company will on demand pay to the Trustees all the expenses thereby incurred by the Trustees and all such expenses shall be charged on the Property

## **7.3 No Further Charges**

Not to create or permit to be created any further charges whatsoever secured on the Property and in the event of a breach of this covenant by the Company the Debt and all other sums due to the Trustees shall be immediately repayable

## **8. CONSOLIDATION**

The Law of Property Act 1925 Section 93 (restricting the Trustee's right of consolidation) shall not apply to this security

## **9. RESTRICTION**

The Company and the Trustees apply to the Chief Land Registrar for the following restriction to be entered into the proprietorship register of the title:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge as to be registered without the written consent assigned by the proprietor of the Charge dated 30 August 2018 or his Conveyancer"

**10. GOVERNING LAW**

This Legal Charge should be governed by and construed in accordance with English law and each of the parties irrevocably submits for all purposes in connection with this Legal Charge to the exclusive jurisdiction of the Courts of England

**IN WITNESS** of which this deed has been executed on the first date before written

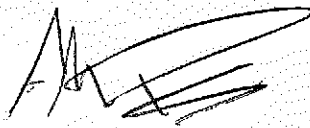
EXECUTED as a Deed by

CIRCUS COVENT  
GARDEN

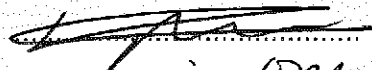
~~Market Café Limited~~

Acting by Adam Davies

in the presence of:



Signature of Witness:



Print Full Name of Witness:

DAVID VERMYLEN

Address of Witness:

29 Gayfield Road

SW11 5PL

Occupation:

HEAD OF CONTROL

EXECUTED as a Deed by

William Trevor Davies

in the presence of:



Signature of Witness:



Print Full Name of Witness:

DAVID VERMYLEN

Address of Witness:

29 GAYFIELD ROAD

SW11 5PL

Occupation:

HEAD OF CONTROL



Executed as a deed by  
**SMITH & WILLIAMSON TRUST CORPORATION LIMITED**  
acting by a director in the presence of:

Signature



Director

Signature of witness



Name (in BLOCK CAPITALS)

MARTYN CROSS

Address

PORTWALL PLACE, PORTWALL LANE, BRISTOL, BS1 6NA