



**Registration of a Charge**

Company name: **BEER MONKEY BREW CO. LIMITED**

Company number: **10763985**



X7Z4FDIB

Received for Electronic Filing: **12/02/2019**

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**Details of Charge**

Date of creation: **12/02/2019**

Charge code: **1076 3985 0005**

Persons entitled: **BGT LEISURE LIMITED**

Brief description: **ROSE INN BRIDGE STREET PICKERING NORTH YORKSHIRE YO18 8DT**

**Contains fixed charge(s).**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **METIS LAW LIMITED**



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

Company number: 10763985

Charge code: 1076 3985 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2019 and created by BEER MONKEY BREW CO. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2019 .

Given at Companies House, Cardiff on 13th February 2019

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 12th February 2019

(1) BEER MONKEY BREW CO LIMITED

and

(2) BGT LEISURE LIMITED

LEGAL CHARGE

Rose Inn Bridge Street Pickering North Yorkshire YO18 8DT

# LAND REGISTRATION ACT 2002

County and District:

Title Number: NYK 202682 780881

Property: Rose Inn Bridge Street Pickering North Yorkshire YO18 8DT

## LEGAL CHARGE

Date 12th February 2019

### Definitions

- "the borrower" Beer Monkey Brew Co Limited (crn 10763985) whose registered office is at Units 3 & 4 Enterprise Way Airedale Business Centre Skipton North Yorkshire BD23 2TZ
- "event of default" has the meaning given in the loan agreement
- "the lender" BGT Leisure Limited (crn 08444766) whose R/O is at 52 Bradford Road Menston Leeds West Yorkshire LS29 6BX
- "the loan agreement" a loan agreement of the same date as this deed and made between the parties to this deed
- "LPA" the Law of Property Act 1925
- "property" Rose Inn Bridge Street Pickering North Yorkshire YO18 8DT
- "rent" all amounts payable to or for the benefit of the borrower by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the property and other monies payable to or for the benefit of the borrower in respect of occupation or usage of any part of the property including (without limitation) for

display of advertisements on licence or otherwise

**"rent account"**

the account or accounts of the borrower from time to time into which payments of rent are received

### **Interpretation**

In interpreting this deed:

The expression **"the lender"** shall include his successors in title and assigns;

If the borrower shall at any time be more than one person any obligation of such person shall take effect as a joint and several obligation;

The singular includes the plural and vice versa and the masculine includes the feminine and vice versa.

### **1 Recitals**

- (A) By the loan agreement the lender agreed to advance the principal sum as detailed in the Facility Agreement to the borrower on the terms and subject to the conditions and provisions contained in the loan agreement.
- (B) The borrower is entitled to be registered at the Land Registry as proprietor with title absolute of the property free from incumbrances.
- (C) The parties have agreed to enter into this deed by way of security for the discharge of the borrower's obligations under the loan agreement in the manner set out in this deed.

### **2 Legal Charge**

The borrower with full title guarantee charges the property to the lender by way of second legal mortgage with payment or discharge of all money and other obligations and liabilities agreed to be paid or discharged by the borrower under the loan agreement or otherwise secured by this deed and by way of first fixed charge:

- 2.1 all its rights in any policies of insurance relating to the property, including the proceeds of any claims under such policies, the rent and the benefit of any guarantee or security in respect of the rent;
- 2.2 the benefit of all contracts, guarantees, appointments, warranties and other documents to which the borrower is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Charged property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them; and
- 2.3 all authorisations (statutory or otherwise) held or required in connection with the borrower's business carried on at the property or the use of any property, and all rights in connection with them; and
- 2.4 all monies from time to time standing to the credit of the rent account.

### 3 Assignment

As a continuing security for the payment and discharge of the sums due under the loan agreement, the borrower with full title guarantee assigns to the lender:

- 3.1 all its rights in any policies of insurance relating to the property, including the proceeds of any claims under such policies; and
- 3.2 the rent and the benefit of any guarantee or security in respect of the rent; and
- 3.3 the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement;

provided that nothing in this shall constitute the lender as mortgagee in possession.

4      **Sums due under loan agreement**

The borrower covenants with the lender to pay or discharge on demand all money and other obligations and liabilities agreed to be paid or discharged by the borrower under the loan agreement.

The borrower further covenants with the lender to repay at any time to the lender the Loan Amount as detailed in the Facility Agreement within 30 days of notice from the lender to borrower.

5      **Powers of sale and appointing Receiver**

5.1      The powers of sale and of appointing a Receiver applicable to this deed shall become immediately exercisable by the lender without the necessity of the lender giving notice to the borrower in that behalf at any time or times after the happening of any of the following events:

5.1.1    if the borrower dies or becomes incapable of managing his affairs or has a petition for a bankruptcy order presented against him or enters into a voluntary arrangement (whether as an individual or as a partner) or other composition or arrangement with his creditors or if circumstances exist which would allow for a bankruptcy petition to be presented against him;

5.1.2    if the borrower shall fail to perform and observe any of the borrower's obligations hereunder.

5.2      The lender may exercise the power of sale without notice

6      **Enforcement**

6.1      When security becomes enforceable

The security constituted by this legal mortgage shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall be immediately exercisable at any time after the occurrence of an event of default (whether or not such event of default is still continuing).

## 6.2 When statutory powers arise

Section 103 of the LPA shall not apply to this legal mortgage and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall, as between the lender and a purchaser, arise on the execution of this legal mortgage and be exercisable at any time after such execution, but the lender shall not exercise such power of sale until the security constituted by this legal mortgage has become enforceable under clause 6.

## 6.3 Enforcement of security

After the security constituted by this legal mortgage has become enforceable, the lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the property.

## 6.4 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders are extended so as to authorise the lender and any Receiver, at any time after the security constituted by this legal mortgage has become enforceable, whether in its own name or in that of the borrower, to make any lease or agreement for lease, accept surrenders of leases or grant any option of the whole or any part of the property with whatever rights relating to other parts of it, containing whatever covenants on the part of the borrower, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not a premium as the lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA.

## 7 Power of attorney

### 7.1 Appointment of attorneys

By way of security, the borrower irrevocably appoints the lender, every Receiver and every Delegate separately to be the attorney of the borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:



- 7.1.1 the borrower is required to execute and do under this legal mortgage;
- 7.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this legal mortgage or by law on the lender, any Receiver or any Delegate; and
- 7.1.3 the lender is appointed by the borrower to be the attorney to execute any documentation in connection with the transfer of the property's Premises License.

8 Property covenants

In addition to the statutory covenants implied by law the borrower hereby covenants with the lender as follows:

- 8.1 to keep all buildings which are now or shall at any time hereafter be erected on the property hereby charged and all their appurtenances in good and substantial repair and condition, keeping the property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or unfit with others of a like nature and equal value. The borrower shall not do or permit to be done any act or thing which would or might depreciate jeopardise or otherwise prejudice the security held by the lender or materially diminish the value of the property as the effectiveness of the security created by this mortgage;
- 8.2 to keep the property insured against fire and such other risks as the lender shall from time to time direct for its full reinstatement value for the time being in some insurance office approved in writing by the lender in the name of the lender and in no other office and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and on demand produce to the lender the policy of insurance and the receipt for any premium payable in respect of it and the borrower shall not do or omit anything that may invalidate or prejudice the insurance policy;
- 8.3 not without the lender's written consent to grant or agree to grant any lease or tenancy of the property or any part of it or accept or agree to accept a surrender of any lease or tenancy of it nor vary surrender or otherwise in any way transfer alter change surrender or deal with the Premises License without such lender's written consent;

8.4 not without the prior written consent of the lender to create any further charge over the property.

8.5 not to make any alterations to the property without the prior written consent of the lender such consent not being unreasonably withheld or delayed.

9 **Consolidation**

Section 93 of the LPA shall not apply to this deed.

10 **Relinquishing possession**

If the lender enters into possession of the property or any part of it the lender may from time to time at pleasure go out of such possession and shall not be liable to account as lender in possession while in fact out of possession if notice of such fact is within 7 days after its happening served on the borrower.

11 **Continuing security**

This legal mortgage shall remain in full force and effect as continuing security for the sums due under the loan agreement despite any settlement of account or intermediate payment or other matter or thing unless and until the lender discharges this legal mortgage in writing.

12 **No liability as mortgagee in possession**

If the borrower fails to perform or observe any of the borrower's obligations under this deed the lender shall be entitled, but not obliged to take such steps as the lender thinks fit in or towards making good the borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the property.

13 **Costs**

All money paid by the lender in the exercise of the lender's rights under this deed shall be money properly paid by the lender and the borrower shall pay them to the lender on demand with interest at the rate of 5% above Barclays Bank base rate from the date of payment by the lender until the date of payment by the borrower.

IN WITNESS whereof the borrower has executed and unconditionally delivered this deed on the date first above written.

SIGNED as a DEED by \_\_\_\_\_ a director on )  
behalf of BEER MONKEY BREW CO LIMITED )  
in the presence of:

W Signature: \_\_\_\_\_  
I Name: GEORGE ADAMS  
T Address: 36A PARKSIDE ROAD  
N LEEDS  
E LS6 4PQ  
S \_\_\_\_\_  
S Occupation: EXECUTIVE ASSISTANT