

713659/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



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

☒ **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

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 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**

THURSDAY



A3FOLTA8

A31

04/09/2014

#177

COMPANIES HOUSE

For official use

0030

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 3 4 8 7 1 9 4

Company name in full Castelnau Investments Limited

2 Charge creation date

Charge creation date 1 8 0 8 2 0 1 4

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 C Hoare & Co

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

Ground floor shop premises 49, 49a and 49b Church Road London SW13 9HH as the same were demised by a lease dated 18th August 2014 made between Fontayne Investments Limited (1) and Castelnau Investments Limited (2)

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 *DPM Sealman* 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 | Joshua Steinhaus |
| Company name | DWFM Beckman |
| Address | |
| 101 Wigmore Street | |
| London | |
| Post town | |
| County/Region | |
| Postcode | W 1 U 1 F A |
| Country | |
| DX | DX 9031 WEST END 1 |
| Telephone | 020 7408 8888 |
|  | 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 | |
| <input type="checkbox"/> The company name and number match the information held on the public Register | |
| <input type="checkbox"/> You have included a certified copy of the instrument with this form | |
| <input type="checkbox"/> You have entered the date on which the charge was created | |
| <input type="checkbox"/> You have shown the names of persons entitled to the charge | |
| <input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8 | |
| <input type="checkbox"/> You have given a description in Section 4, if appropriate | |
| <input type="checkbox"/> You have signed the form | |
| <input type="checkbox"/> You have enclosed the correct fee | |
| <input type="checkbox"/> 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: 3487194

Charge code: 0348 7194 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2014 and created by CASTELNAU INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2014

DT

Given at Companies House, Cardiff on 9th September 2014



Companies House



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

THIS IS AN IMPORTANT DOCUMENT YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND ONLY SIGN IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID THE BANK MAY ENFORCE ITS RIGHTS UNDER THIS CHARGE.

LEGAL CHARGE

THIS LEGAL CHARGE is made the 18th day of August 2014

BETWEEN

(1) CASTELNAU INVESTMENTS LIMITED
of MIDLANDS BUILDINGS, 19a BRIGGATE, SHIPLEY, WEST YORKSHIRE
and RD 21 TRIP COMPANY NO 03487194)
of ("the Mortgagor") and

(2) C HOARE & CO whose principal address is 37 Fleet Street, London, EC4P 4DQ ("the Bank")

WITNESSETH as follows

1 Definitions

In this Legal Charge

"the Property" means the property described in the First Schedule to this Legal Charge and includes any part of it and all buildings and fixtures from time to time on the property

"the Prior Charges" means the charge or charges (if any) over the Property set out in the Second Schedule

"Regulated Agreement" means an agreement for an advance by the Bank by way of loan account which is a regulated agreement as defined by the Consumer Credit Act 1974 ("the 1974 Act") and which expressly states that the advance is secured by this Legal Charge

"Overdraft Agreement" means a debtor-creditor agreement as defined by the 1974 Act enabling the debtor to overdraw on current account in respect of which the Director General of Fair Trading has made a determination under section 74(3) of the 1974 Act

"Mortgagor's Liabilities" means all moneys and liabilities in any currency which may now or at any time in the future be owing or incurred by the Mortgagor to the Bank on any account or in any manner (whether actual or contingent, alone or jointly with another or others, as principal or as surety) together with the Bank's charges and commission, interest and expenses but excluding any liability arising under any agreement regulated by the 1974 Act other than a Regulated Agreement or an Overdraft Agreement

"Interest" means interest at the rate or rates charged to the Mortgagor by the Bank from time to time

- (a) in relation to a liability arising under a Regulated Agreement, as provided for in that agreement, and
- (b) in relation to any other liability, as agreed with or notified to the Mortgagor or in the absence of agreement or notification in accordance with the Bank's usual practice, calculated on a daily basis (notwithstanding any demand made or judgment obtained by the Bank) to the date of payment or discharge of the liability and compounded according to agreement or in the absence of agreement according to the Bank's usual practice

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL
THIS 31st DAY OF September 2014
DWFM BECKMAN SOLICITORS
101 WIGMORE STREET
LONDON W1U 1FA

[Signature]

"Expenses" means

- (a) in relation to a liability arising under a Regulated Agreement, costs and expenses with interest thereon as provided for in that agreement, and
 - (b) in relation to any other liability, all legal and other costs incurred by the Bank (on a full indemnity basis) at any time in connection with
 - (i) the Property or the Mortgagor's Liabilities, or
 - (ii) the taking or perfecting of this Legal Charge, or
 - (iii) the preserving, defending or enforcing of the security created by this Legal Charge, or
 - (iv) the exercise of any power under this Legal Charge or otherwise
- together with Interest on those costs from the date they are incurred

2 Covenant to Pay

Subject to clause 20 and to the terms of any agreement between the Mortgagor and the Bank governing the time for repayment of any of the Mortgagor's Liabilities, the Mortgagor covenants to discharge the Mortgagor's Liabilities on demand

3 Charging Clause

Subject to the Prior Charges (if any), the Mortgagor with full title guarantee charges to the Bank by way of legal mortgage

- (a) the Property, and
- (b) the proceeds of sale of the Property, and
- (c) the proceeds of any insurance from time to time affecting the Property

as security for the repayment of the Mortgagor's Liabilities

4 Continuing Security

This Legal Charge

- (a) shall be a continuing security and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Mortgagor's Liabilities, and
- (b) is in addition to any other security held by the Bank now or at any time in the future for the Mortgagor's Liabilities

5 Further Assurance

The Mortgagor will at the request of the Bank and at the cost of the Mortgagor promptly execute any deed or document and take any action reasonably required by the Bank to perfect or protect the security created by this Legal Charge or to facilitate its realisation

6 Powers of Sale and Appointment of Receiver

At any time after

- (a) the Bank demands payment of the Mortgagor's Liabilities (whether the relevant liability or liabilities is or are payable on demand or became payable by a fixed date), or
- (b) the Mortgagor breaks any of the provisions of this Legal Charge, or
- (c) a bankruptcy order is made against the Mortgagor or (the Mortgagor being a company) steps are taken or proceedings commenced for winding up the Mortgagor or for the appointment of a receiver, administrator or administrative receiver, or

- (d) the Mortgagor enters into a composition or arrangement for the benefit of the Mortgagor's creditors

the Bank shall have the power without the restrictions contained in section 103 of the Law of Property Act 1925, but subject to giving any notice required by the 1974 Act, to exercise its statutory powers of sale and appointment of a receiver in respect of the Property

7 Restrictions on Mortgages, Leases etc.

The Mortgagor will not without the prior written consent of the Bank

- (a) create or permit to arise any mortgage, charge or lien of, on or over the Property, or
- (b) grant or accept a surrender of any lease or licence of or relating to the Property, or
- (c) sell or otherwise dispose of or part with or share possession or occupation of the Property

and the Mortgagor hereby applies to the Chief Land Registrar to enter on the Register a restriction that (except under an order of the Registrar) no disposition by the registered proprietor of the Property shall be registered without the consent of the Bank

8 Mortgagor's Repair and Insurance covenants

The Mortgagor covenants to keep the Property

- (a) in good repair and condition, and
- (b) comprehensively insured on an index-linked basis for its full reinstatement value with a reputable insurer chosen by the Mortgagor and with the interest of the Bank noted on the policy

to the Bank's reasonable satisfaction. If the Mortgagor fails to do so, the Bank, without becoming liable to account as mortgagee in possession

- (i) shall be entitled, but not bound, to enter the Property and effect such repairs as the Bank considers necessary, and
- (ii) may renew or effect comprehensive index-linked insurance of the Property for its full reinstatement value

Any payments made by the Bank in respect of repairs and insurance shall be treated as one of the Mortgagor's Liabilities

9 Other covenants by Mortgagor

The Mortgagor covenants

- (a) not without the prior written consent of the Bank to make any alteration to the Property which would require planning permission or approval under any building regulations,
- (b) to observe and perform all restrictive and other covenants and conditions affecting the Property,
- (c) to pay all rents reserved by and perform all the terms of any lease under which the Property is held,
- (d) punctually to pay all rates taxes and outgoings affecting the Property,
- (e) to send to the Bank within seven days of receipt, copies of any notice or order or proposal issued, served or sent to the Mortgagor by any local or other authority or court in relation to the Property,
- (f) to permit representatives of the Bank to enter the Property at all reasonable times to view the state of repair and condition of the Property,
- (g) to observe and perform the covenants of any Prior Charges,
- (h) to acquire, maintain and comply with the terms of all necessary environmental licences and to notify the Bank promptly of any claims made at any time in respect of the Property under the legislation from time to time in force relating to environmental protection,

- (i) to keep the Bank fully and effectually indemnified at all times against any loss, damage, actions, proceedings, claims or demands arising out of or in consequence of or made pursuant to the legislation from time to time in force relating to environmental protection

10 Insurance proceeds

The Mortgagor will hold in trust for the Bank all money received under any insurance of the Property and at the Bank's direction will apply the proceeds

- (a) in making good the relevant loss or damage, or
- (b) in or towards the discharge of the Mortgagor's Liabilities

11 Power of Attorney

The Mortgagor by way of security irrevocably appoints the Bank and any receiver, jointly and also separately, to be the attorney and attorneys of the Mortgagor (with full powers of substitution and delegation) in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign, execute, deliver and perfect all deeds, instruments and documents or take, continue or defend any proceedings which may be required by the Bank or any receiver pursuant to this Legal Charge or the exercise of any of their powers

12 Ruling Off

If the Bank receives notice (whether formally or informally given) of any new charge or interest affecting the Property, the Bank may open a new account or accounts for the Mortgagor. If the Bank does not open any new account it shall be treated as if it had done so at the time it received the notice. From that time, all payments made by or on behalf of the Mortgagor to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce any part of the Mortgagor's Liabilities outstanding at the time the Bank received the notice

13 Powers of the Bank

At any time after this Legal Charge becomes enforceable under the terms of clause 6

- (a) the Bank may appoint a receiver or receivers of the Property and may from time to time determine the remuneration of a receiver and may remove a receiver and appoint another, and
- (b) all powers conferred on the receiver in respect of the Property by clause 14 may be exercised by the Bank without the Bank first appointing a receiver or appointing a receiver at all and references to the receiver in any of paragraphs (a) to (k) of clause 14 shall have effect as references to the Bank if the relevant power is exercised by the Bank

14 Powers of Receiver

Any receiver appointed by the Bank shall act as agent for the Mortgagor and shall (in addition to the powers conferred by law) have power

- (a) to take possession of and generally manage the Property,
- (b) to carry on and manage or concur in carrying on and managing any business carried on at the Property,
- (c) to carry out and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as the receiver shall think fit,
- (d) to borrow any money from the Bank or others on the security of the Property for the purpose of the exercise of any of the receiver's powers,
- (e) to sell, lease or let or concur in selling, leasing or letting the Property, to terminate or accept surrenders of leases or tenancies of the Property and to grant or release any interest in or right over the Property in such manner and generally on such terms and conditions as the receiver shall think fit,
- (f) to carry into effect and complete any transaction relating to the Property by executing deeds or documents in the name of and on behalf of the Mortgagor or otherwise,
- (g) to take, continue or defend any proceedings and enter into any arrangement or compromise relating to the Property which the receiver shall think fit,

- (h) to make and effect all repairs, improvements and insurances to the Property which the receiver shall think fit,
- (i) to appoint managers, officers, contractors and agents upon such terms as to remuneration or otherwise as the receiver may determine,
- (j) to remove, store, sell or otherwise dispose of any goods, furniture or animals left by the Mortgagor at the Property and to account to the Bank for the net proceeds of any sale of such property (such proceeds being held by the Bank as a debt from the Bank to the Mortgagor),
- (k) to do any other acts which the receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property

and if the Bank appoints joint receivers any power of the receivers may be exercised jointly or individually

15 Application of moneys received by Receiver

Subject to the rights of the mortgagees under the Prior Charges (if any), any moneys received by the receiver shall be applied

- (a) first, in repayment of all money borrowed by the receiver and the costs, charges and expenses properly incurred and payments properly made by the Bank or the receiver and the remuneration of the receiver, and
- (b) secondly, towards the discharge of the Mortgagor's Liabilities

16 Prior Charges

If any step or proceeding shall be taken by the mortgagees to exercise or enforce any powers or remedies conferred by any of the Prior Charges, the Bank may redeem the Prior Charges or any of them. The principal moneys, interest, costs, charges and expenses relating to any such redemption shall be treated as one of the Mortgagor's Liabilities

17 Notices

Any notice, demand or other communication by the Bank to the Mortgagor in relation to this Legal Charge shall be in writing and either

- (a) delivered personally (but so that if the Mortgagor is a company, it may be given personally to any director or to the secretary of the company), or
- (b) delivered or sent by post to the address of the Mortgagor last known to the Bank (but so that if the Mortgagor is a company, its last known address for this purpose is its registered office), or
- (c) sent by telex or facsimile transmission to the number (if any) given on the Mortgagor's notepaper or listed in a directory of such numbers as the Mortgagor's number

Every notice, demand or other communication shall be treated as received by the Mortgagor

- (i) if delivered personally or to the address of the Mortgagor last known to the Bank, at the time of delivery,
- (ii) if sent by post to the address of the Mortgagor last known to the Bank, the day after posting with first class postage prepaid or, if sent by airmail, five working days after posting with airmail postage prepaid,
- (iii) if sent by telex or facsimile transmission
 - (A) at the time of sending, if sent during normal business hours on a working day to a number used by the Mortgagor wholly or mainly for business purposes, or
 - (B) at the opening of business on the following working day, if sent at some other time to a number used by the Mortgagor wholly or mainly for business purposes, or
 - (C) at 7 a.m. next following transmission, if sent to a number used by the Mortgagor wholly or mainly for non-business purposes

18 Jurisdiction

This Legal Charge shall be governed by and construed in accordance with English law. The Mortgagor agrees with the Bank that the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this Legal Charge.

19 Interpretation

The expressions "the Mortgagor" and "the Bank" include their respective successors in title and assigns.

20 Joint Mortgagors

Where this Legal Charge is made by two or more persons, the expression "the Mortgagor" shall include each and all of them and be construed so that

- (a) their obligations are individual as well as joint, and
- (b) references to an account of the Mortgagor include any account of all or any one or more of them.

but the obligations under clause 2 of an individual Mortgagor are limited to the payment and satisfaction of the liabilities of that Mortgagor (whether as principal or surety) and this Legal Charge does not impose any individual or joint liability on that Mortgagor for the liability of any other person except to the extent that such individual or joint liability exists independently of clause 2.

IN WITNESS of which this Legal Charge has been duly executed as a deed

FIRST SCHEDULE

THE PROPERTY

(Note registered land must be described by reference to the Title Number)

GROUND FLOOR SHOP PREMISES AT 49, 49A AND 49B
CHURCH ROAD, LONDON SW13 9HH AS THE SAME WERE
DEEMED BY A LEASE DATED 18th OF AUGUST 2014 AND
MADE BETWEEN FONTAINE INVESTMENT LIMITED (1) AND
CASTELNAU INVESTMENTS LIMITED (2) FOR A TERM OF
999 YEARS AND AS THE SAME IS REGISTERED AT
THE LAND REGISTRY UNDER TITLE NO

SECOND SCHEDULE

THE PRIOR CHARGES

NONE

CASTELNAU
INVESTMENTS
LIMITED)

(Signature of Director)

(Signature of Director/Secretary

(print full names)

C. HOARE & CO.

NOTE: RECEIPT NOT TO BE USED FOR
REGISTERED CHARGES.

RECEIPT PURSUANT TO SECTION 115 OF
THE LAW OF PROPERTY ACT 1925

C HOARE & CO hereby acknowledges this day
of 20
that it has received the balance of the moneys
(including interest and costs) secured by the
within-written Legal Charge payment having
been made by

Legal Charge

of land for securing own liabilities as principal or
surety

MFLEGCCHG FEB 2001

EXECUTED BY
CASTELNAU
INVESTMENTS
LIMITED
(full name of Company)

RICHARD FRANKEL.

Kirsty Roberts

NOTE: RECEIPT NOT TO BE USED FOR
REGISTERED CHARGES.

RECEIPT PURSUANT TO SECTION 115 OF
THE LAW OF PROPERTY ACT 1925

C HOARE & CO hereby acknowledges this day
of 20
that it has received the balance of the moneys
(including interest and costs) secured by the
within-written Legal Charge payment having
been made by

C. HOARE & CO.

Legal Charge

of land for securing own liabilities as principal or
surety

MFLEGGCHG FEB 2001