007574/09

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

MR01
Particulars of a charge

Companies House

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 i instrument Use form MR08

SAT WEDNESDAY

A4MVRP68
A31 23/12/2015 #607
COMPANIES HOUSE

A4M3BMSU
A19 12/12/2015 #19
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration wit 21 days** beginning with the day after the date of creation of the charg delivered outside of the 21 days it will be rejected unless it is accompa court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form Th scanned and placed on the public record **Do not send the original**

For official use 9

1 Company details

Company number 06842440

Company name in full POLPO LIMITED (the "Owner")

→ **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 1 d 0 m 1 m 2 y 2 y 0 y 1 y 5

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

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

Brief description

BY WAY OF LEGAL MORTGAGE ALL LEGAL INTEREST IN 61 RUPERT STREET LONDON W1D 7PW REGISTERED AT LAND REGISTRY UNDER TITLE NO NGL 919283

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 ❶

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

☐

❶ 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 AUSTIN WEINBERG

Company name FUGLERS LLP.

Address 70 CHARLOTTE STREET

Post town LONDON

County/Region

Postcode W1T 4QG

Country

DX 89256 SOHO SQ.

Telephone 020 7323 6450

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: 6842440

Charge code: 0684 2440 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2015 and created by POLPO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2015

Given at Companies House, Cardiff on 5th January 2016

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

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

Owner: POLPO LIMITED **Registered No:** 06842440

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

Bank: National Westminster Bank Plc

Property: 61 RUPERT STREET LONDON W1D 7PW (Land Registry Title No NGL919283)

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

FUGLERS
SOLICITORS
70 CHARLOTTE STREET
LONDON W1T 4QP
TEL 020 7323 6450

Date 10 12 15 ← **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

2 2 8 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business

3. Restrictions

The Owner will not, without the Bank's consent

3 1 permit or create any mortgage, charge or lien on the Property

3 2 dispose of the Property

3 3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting

3 4 part with or share possession or occupation of the Property

4. Land Registry

The Owner and the Bank apply to the Land Registry to enter a restriction that "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the charges register" The Bank may also register any priority arrangements at the Land Registry which will then be publicly available

5. Property Undertakings

The Owner will

5 1 permit the Bank at any time to inspect the Property

5 2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost In default, the Bank may arrange insurance at the Owner's expense

5 3 hold on trust for the Bank all proceeds of any insurance of the Property At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations

5 4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property

5 5 keep the Property in good condition

5 6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations

5 7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease

6. Licence Undertakings

The Owner will

6 1 hold all Licences required for any Licensable Activities carried on at the Property, and will not cease to carry on any Licensable Activity without the Bank's consent

6 2 ensure the Designated Premises Supervisor named in the Premises Licence holds a Personal Licence

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

9 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations

9 3 Joint receivers may exercise their powers jointly or separately

9 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses The receiver will then apply any remaining money received as required by law

9 5 The Bank may exercise any of its powers even if a receiver has been appointed

9 6 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner The Bank may exercise this right, without prior notice, both before and after demand For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time

9 7 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full The Bank allowing the Owner to make withdrawals will not waive this restriction

10. Application of Payments

10 1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides

10 2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date

11. Preservation of Other Security and Rights and Further Assurance

11 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights

11 2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name

12 1 to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings

12 2 to apply to the Licensing Authority for the renewal of any Licence or its transfer to the Bank, a nominee of the Bank or a receiver

The production of this deed will be conclusive evidence of the Owner's consent to the application

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