

MG01

Particulars of a mortgage or charge



290607/117

A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

TUESDAY



A15 31/01/2012 #79
COMPANIES HOUSE

1 Company details For official use

Company number: 03031801

Company name in full: Benchmark Leisure Limited (the "Mortgagor")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation: 25/01/2012

3 Description

Description: Mortgage Deed (the "Mortgage") to secure own liabilities

4 Amount secured

Amount secured: (A) All money and liabilities whether actual or contingent (including further advances made thereafter by the Bank which then were or at any time thereafter might be due, owing or incurred by the Mortgagor to the Bank anywhere or for which the Mortgagor might be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principle or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law);
(continued)

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if you need to enter more details
Name	Lloyds TSB Bank plc (the "Bank")	
Address	Corporate Customer Service, PO Box 72, Bailey Drive Gillingham Business Park	
Postcode	M E 8 O L S	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1. (a) By way of a legal mortgage with full title guarantee the property in the Schedule below and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage);</p> <p>(b) By way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations with full title guarantee any fixed plant and machinery from time to time on any such property as is referred to in 1(a) above and which is not included within the charge in 1(a) above; and</p> <p>(c) (where any property referred to in 1(a) above is leasehold) by way of fixed charge with full title guarantee as a continuing security for the payment to the Bank of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any right arising against any nominee purchaser pursuant thereto,</p> <p>2. By way of assignment with full title guarantee all amounts then or thereafter owing to the Mortgagor by way of</p> <p>(a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the property, assets, rights and interests charges by 1 above (the "Mortgaged Property");</p> <p>(b) licence fee by an licensee (whether present or future) of the Mortgaged Property;</p> <p>(continued)</p>	

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

(b) Interest on all such money and liabilities to the date of payment at such rate or rates as from time to time be might agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,

(c) Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or the Mortgaged Assets (including any act necessary to release the Mortgages Assets (as defined in the Mortgage) from the security) or in enforcing the security thereby created on a full and unqualified indemnity basis,

(d) Any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank, and

(e) All other money and liabilities expressed to be secured by the Mortgage and all other obligations and liabilities of the Mortgagor under the Mortgage.

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Please give the short particulars of the property mortgaged or charged

Short particulars

(c) service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of a Mortgaged Property,

(d) rent deposit and purchase deposit; and

(e) any other amounts (including without limitation ground rents, rent charges, and dilapidations) payable by any tenant licensee or occupier (in any such case whether present or future) of the Mortgaged Property;

and in each case the proceeds thereof and all rights to recover such amounts and, subject to re-assignment on payment of the Secured Obligations.

3 Charges with full title guarantee and as a continuing security for the payment to the Bank of the Secured Obligations

(a) by way of fixed charge all present and future amounts owing to the Mortgagor by way of rent (but excluding ground rent, service charge and any sums payable in respect of services provided to any tenant or payable in respect of insurance premiums) by a tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof);

(b) by way of fixed charge all present and future amounts owing to the Mortgagor by way of licence fee by any licensee (whether present or future) of the Mortgaged Property (and the proceeds thereof);

(c) by way of fixed charge all present and future amounts owing to the Mortgagor in respect of service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),

(d) by way of fixed charge all present and future amounts owing to the Mortgagor by way of insurance claims in connection with the Mortgaged property (and the proceeds thereof),

(e) by way of fixed charge all present and future amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);

(f) by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Mortgaged Property or any business at any time carried on thereat (insofar as not charged by 3(a) - (e) inclusive above) (including without limitation any ground rents, rent charges, rent deposits, purchase deposits, dilapidations and monies payable to the Mortgagor pursuant to any Enfranchising Legislation) (and in each case the proceeds thereof);

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Please give the short particulars of the property mortgaged or charged

Short particulars

and

(g) by way of floating charge all the present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property ("Chattels") belonging to the Mortgagor or in which the Mortgagor has any interest ("Mortgaged Chattels")

4. By way of assignment with full title guarantee the goodwill of the business (if any) which then was or at any time thereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences (as defined in the Mortgage) to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property (the "Mortgaged Licences") (if any) and also the full right to recover and receive all compensation which might at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations.

5. By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations.

6. Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or become entitled to a share or shares in any company connected with the Mortgaged Property, by way of fixed charge with full title guarantee the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations; and

7. By way of assignment with full title guarantee the Intellectual Property Rights being:

(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, invention, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Mortgagor is legally, beneficially or otherwise interested,

(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all

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licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Mortgagor or granted by the Mortgagor; and

(c) every item of physical material of any description or type whatsoever in or in respect of which intellectual property rights might subsist and in respect of each item the original copy or version or variant owned by, produced by or delivered to or obtained by the Mortgagor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatsoever in which intellectual property might be incorporated;

**SCHEDULE
THE MORTGAGED PROPERTY**

The property known as or being	The Property is leasehold
land on the north of Peasholm Gap, Scarborough	

Title No(s).	Administrative Area
NYK363000	North Yorkshire Scarborough

NOTE

(A) By sub-clause 5.1 of the Mortgage, the Mortgagor shall not without the prior written consent of the Bank

(i) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (other than the Mortgaged Chattels) subject as provided in clause 5.5 (a) of the Mortgage,

(ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way

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Please give the short particulars of the property mortgaged or charged

Short particulars

of sale, assignment, licence or sub-licence in the ordinary course of business,

(iii) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule of the Mortgage ("Prior Mortgages") and a lien over any Chattels arising by operation of law in the ordinary course of the Mortgagor's business as conducted during the 12 months preceding the date when the lien first came into existence) over all or any part of the Mortgaged Assets, or

(iv) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause A(iii) above

(B) By sub-clause 5 5(b) the Mortgagor covenanted that it would pay into its account or accounts with the Bank

(i) the rents, fees, service charges, sums, deposits and other amounts referred to in sub-clause 2 above and the proceeds thereof, and

(ii) the proceeds of the book and other debts, monetary claims and choses in action, rentals and other payments referred to in sub-clause 3 above,

provided that (where relevant) the Bank shall be deemed to receive the rentals and other amounts referred to in sub-clauses 2 and 3 (a),(b),(c),(d) and (f) above pursuant to the assignment or fixed charge respectively contained therein and not pursuant to the charges over the Mortgaged Property or as mortgagee in possession.

(C) By sub-clause 5 5 (c) the Mortgagor declares that all such proceeds received or obtained by the Mortgagor or on the Mortgagor's behalf but which are not so paid or transferred into that account or accounts shall be received and held by the Mortgagor on trust for the Bank

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Ana Aller Ref:59768/220294

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



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 the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee



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.

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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 3031801
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 25 JANUARY
2012 AND CREATED BY BENCHMARK LEISURE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 31 JANUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 FEBRUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DC