



Registration of a Charge

Company name: **THE ABBEY GROUP CAMBRIDGESHIRE LIMITED**
Company number: **02197844**



X75ZQZY3

Received for Electronic Filing: **15/05/2018**

Details of Charge

Date of creation: **15/05/2018**
Charge code: **0219 7844 0021**
Persons entitled: **MCDONALD'S RESTAURANTS LIMITED**
Brief description:
Contains fixed charge(s).

Authentication of Form

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

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: **RICHARD MULCOCK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2197844

Charge code: 0219 7844 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th May 2018 and created by THE ABBEY GROUP CAMBRIDGESHIRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2018 .

Given at Companies House, Cardiff on 17th May 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

**BROOK
STREET
DES
ROCHES**

We certify this to be a
true copy of the original

BSDR
BROOKSTREET DES ROCHES LLP

DATED 15 MAY

2018

- (1) THE ABBEY GROUP CAMBRIDGESHIRE
LIMITED
- (2) McDONALD'S RESTAURANTS LIMITED

ESCROW ACCOUNT CHARGE

McDonald's Restaurant, Harrison Way, St Ives

+44 (0) 1235 836600
BSDR.COM
OX 144160 ABINGDON 4

BrookStreet des Roches LLP
25A Western Avenue, Milton Park,
Abingdon, Oxfordshire, OX14 4SH

DATE: 15 MAY 2018

PARTIES:

- (1) **The Abbey Group Cambridgeshire Limited** (registration number 2197844) whose registered office is at Nene Lodge, Funthams Lane, Whittlesey, Cambridgeshire PE7 2PB (the "Landlord").
- (2) **McDonald's Restaurants Limited** (registration number 1002769) whose registered office is at 11 – 59 High Road East Finchley London N2 8AW (the "Tenant").

IT IS AGREED as follows:

1. **Definitions**

The definitions in this clause apply in this charge.

"Agreement" means the agreement dated [13 January 2017] and made between the Landlord and the Tenant in relation to McDonald's Restaurant, Harrison Way, St Ives

"Contribution" has the meaning given to it in the Agreement.

"Deposit" all monies from time to time standing to the credit of the Security Account together with all other rights and benefits accruing to or arising in connection with the Account (but excluding interest accruing to such monies and entitlements to such interest).

"Escrow Letter" the escrow letter given to the Tenant's solicitors on [13 January 2017]

"Estate" has the meaning given to it in the Agreement.

"Secured Liabilities" the liability of the Landlord to pay the Contribution pursuant to clause 3.2 of the Agreement.

"Security Account" the designated deposit account labelled McDonald's – St Ives in the name of Brookstreet Des Roches LLP with the following details: Sort code: [REDACTED] 46 Account no: [REDACTED] as that account may be renumbered or redesignated from time to time and all rights of the Landlord in relation to such account.

"Security Interest" any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Tenant's Solicitors" Brookstreet Des Roches LLP of 25A Western Avenue, Milton Park, Abingdon, Oxfordshire, OX14 4SH or such other firm as the Tenant may notify to the Landlord

"Insolvency Event" means in relation to the Landlord an Insolvency Event as defined in the Agreement

2. **Charging clause**

As a continuing security for the payment and discharge of the Secured Liabilities, the Landlord with full title guarantee charges all its right, title and interest in the Deposit to the Tenant.

3. Undertaking

3.1 The Landlord shall not at any time:

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, the Deposit other than this charge;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Deposit except in conjunction with the sale of its reversionary interest in the Estate;
- (c) create or grant (or purport to create or grant) any interest in the Deposit in favour of a third party; or
- (d) withdraw or transfer any part of the Deposit from the Security Account except in accordance with its rights in the Agreement.

4. Enforcement

The security constituted by this charge shall be immediately enforceable if any of the Secured Liabilities are not paid when due or any Insolvency Event occurs.

5. Miscellaneous

- 5.1 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this charge.
- 5.2 The Tenant and the Landlord may not assign or transfer the whole or any part of the Tenant's rights and/or obligations under this charge to any person.
- 5.3 This charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment.
- 5.4 Any release, discharge or settlement between the Landlord and the Tenant shall be deemed conditional on no payment received by the Tenant in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law.
- 5.5 The rights and powers of the Tenant conferred by this charge are cumulative, may be exercised as often as the Tenant considers appropriate, and are in addition to its rights and powers under the general law.
- 5.6 No act or course of conduct or negotiation by or on behalf of the Tenant shall, in any way, preclude the Tenant from exercising any right or power under this charge or constitute a suspension or variation of any such right or power.
- 5.7 No delay or failure to exercise any right or power under this charge shall operate as a waiver. No single or partial exercise of any right under this charge shall prevent any other or further exercise of that or any other right.

- 5.8 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 5.9 This charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
6. **Notices**
- Any notice served in connection with this charge shall be in writing and be properly served if compliance is made with the provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) save that any notice to be served on the Tenant shall not be validly served unless it is also sent to its registered office stated above or otherwise notified to the Landlord
7. **Governing law**
- This charge and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS of which this charge has been duly executed as a deed and is delivered on the date written at the beginning of this charge.

**EXECUTED as a DEED
THE ABBEY GROUP CAMBRIDGSHIRE
LIMITED**

acting by one director in the presence of:



Director Nicholas Sutton

Witness signature: EBettles

Witness name:

Witness address:

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EMMA BETTLES
SOLICITOR
THE ABBEY GROUP CAMBRIDGSHIRE LTD
NENE LODGE
FUNTHAMS LANE
WHITTLESEY
PETERBOROUGH PE7 2PB

I Richard Mulcock, certify that this is a copy of the Account Charge dated 15 May 2018 after removal of the deposit account details and that this is otherwise a true copy.