



Registration of a Charge

Company name: **CREATE FOOD LIMITED**

Company number: **02857354**

Received for Electronic Filing: **01/12/2017**



X6KD2V14

Details of Charge

Date of creation: **01/12/2017**

Charge code: **0285 7354 0003**

Persons entitled: **MML UK PARTNERS LLP AS THE SECURITY TRUSTEE**

Brief description: **ACCESSION TO A GUARANTEE AND DEBENTURE ORIGINALLY DATED
15 JULY 2016**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2857354

Charge code: 0285 7354 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2017 and created by CREATE FOOD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2017 .

Given at Companies House, Cardiff on 4th December 2017

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

THIS DEED is made on 1 December 2017

BETWEEN:-

- (1) **CREATE FOOD LIMITED** (No. 02857354), a company incorporated in England or Wales whose registered office is at Axe & Bottle Court 70, Newcomen Street, London, SE1 1YT (the "**New Chargor**");
- (2) **CH & CO CATERING GROUP (HOLDINGS) LIMITED** ("**Topco**"); and
- (3) **MML UK PARTNERS LLP** as the Security Trustee.

INTRODUCTION

- (A) The New Chargor is, or will on the date of this Deed become, a Subsidiary of Topco.
- (B) This Deed is supplemental to a deed dated 15 July 2016 (as supplemented and amended from time to time, the "**Guarantee and Debenture**") between, among others, Topco, each of the companies named in the Guarantee Debenture as Chargors, and MML UK Partners LLP as the Security Trustee.
- (C) The New Chargor, at the request of Topco and the Security Trustee, has agreed to enter into this Deed and become a Chargor under the Guarantee and Debenture.

IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Guarantee and Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Guarantee and Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Guarantee and Debenture.

2. **ACCESSION**

The New Chargor agrees to become a party to and to be bound by the terms of the Guarantee and Debenture with immediate effect and so that the Guarantee and Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

3. **SECURITY**

The New Chargor mortgages, charges and assigns to the Secured Party all its business, undertaking and assets on the terms of Clause 3 of the Guarantee and Debenture.

4. **CONSENT OF EXISTING CHARGORS**

Topco by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Guarantee and Debenture.

5. **EFFECT ON DEBENTURE**

- 5.1 The Guarantee and Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.

- 5.2 For the purposes of this Deed and the Guarantee and Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Trustee (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Charged Property and references in the Guarantee and Debenture to the Security created by or pursuant to the Guarantee and Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. **GOVERNING LAW**

This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

TOPCO

EXECUTED (but not delivered until the date)
hereof) **AS A DEED** by a director of **CH & CO**)
CATERING GROUP (HOLDINGS) LIMITED)



in the presence of:-

Signature of Witness:



Name of Witness: *OLIVER MORGAN*

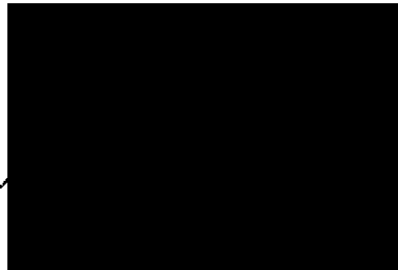
Address:

30 Crown Place
Pinsent Masons
London
EC2A 4ES

Occupation: *SOLICITOR*

THE NEW CHARGOR

EXECUTED (but not delivered until the date)
hereof) **AS A DEED** by a director of **CREATE**)
FOOD LIMITED)



in the presence of:-

Signature of Witness:



Name of Witness: *OLIVER MORGAN*

Address:

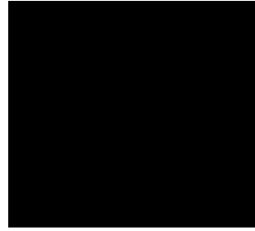
30 Crown Place
Pinsent Masons
London
EC2A 4ES

Occupation: *SOLICITOR*

THE SECURITY TRUSTEE

EXECUTED as a Deed (but not delivered
until the date hereof) by
MML UK PARTNERS LLP as Security
Trustee acting by a member

)
)
)
)



in the presence of:

Signature of witness:



Name of witness: *Katie Griffin*

Address:



Occupation: *Receptionist*