

MR01

Particulars of a charge

664109/13

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 a court order extending the time for delivery

☒ **You must enclose a certified copy of the instrument with this form.** The instrument must be scanned and placed on the public record



A18 08/01/2014 #227
COMPANIES HOUSE

1 Company details

Company number 03235178

Company name in full Zelgrain Limited (the "Company")

For official use

→ **Filing 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 06/01/2014

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 The Royal Bank of Scotland 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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Land the lease dated 14 April 2009 between Karida Manufacturing Limited (a company with its registered office at Brook Point, 1412-1420 High Road, Whetstone, London, N20 9BH and with registration number 01006561) and Bar Chocolate Ltd. (a company with its registered office at The Old Smithy, Cott Road, Dartington, Devon TQ9 6HQ and with company registration number 03981130) in respect of the leasehold interest in the property known as The Hundred Crows Rising Public House (formally known as the Salmon & Compass Public House), 58 Penton Street, London, N1 9PZ with title number EGL556845

Please refer to the certified copy of the security document for more details.

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

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 Macfarlane LLP

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Laura Pike**

Company name **Macfarlanes LLP**

Address **20 Cursitor Street**

Post town

County/Region **London**

Postcode

E	C	4	A		1	L	T
---	---	---	---	--	---	---	---

Country **UK**

DX DX No: **138 Chancery Lane**

Telephone **+44 (0)20 7831 9222**



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: 3235178

Charge code. 0323 5178 0051

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2014 and created by ZELGRAIN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th January 2014

DX

Given at Companies House, Cardiff on 13th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL
INSTRUMENT

Macfarlanes LLP

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

DATE: 7 January 2014

EXECUTION VERSION

DATE

6 JANUARY 2014 ~~2014~~

PARTIES

- 1 ZELGRAIN LIMITED (registered number 03235178) with its registered office at Global House, High Street, Crawley, West Sussex RH10 1DL (the "Company"), and
- 2 THE ROYAL BANK OF SCOTLAND PLC acting through its office at 280 Bishopsgate, London EC2M 4RB as lender (the "Lender")

BACKGROUND:

- (A) The Company and others have entered into a security agreement dated 12 April 2007 (the "Security Agreement") between the Company, the other Chargors under and as defined in the Security Agreement and the Lender
- (B) This deed is a Supplemental Security (as defined in the Facility Agreement (as defined in the Security Agreement)).
- (C) Pursuant to Clause 7.9.2 (*Property acquisitions*) of the Security Agreement, the Company has agreed to grant security in favour of the Lender over a certain leasehold property in which it has an interest, pursuant to and in accordance with the terms of the Security Agreement
- (D) The Lender and the Company intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- (E) The Lender holds the benefit of this deed

IT IS AGREED as follows:

1 Definitions and interpretation

- 1.1 Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. In this deed

Lease the lease dated 14 April 2009 between Kanda Manufacturing Limited (a company with its registered office at Brook Point, 1412-1420 High Road, Whetstone, London, N20 9BH and with registration number 01006561) and Bar Chocolate Ltd (a company with its registered office at The Old Smithy, Cott Road, Dartington, Devon TQ9 6HQ and with company registration number 03981130) in respect of the leasehold interest in the property known as The Hundred Crows Rising Public House (formally known as the Salmon & Compass Public House), 58 Penton Street, London, N1 9PZ with title number EGL556845

- 1.2 The provisions of clauses 1.2 (*Construction*), 1.3 (*Nature of security over real property*) and 1.4 (*Secured Liabilities*) of the Security Agreement are deemed incorporated into this deed as if set out herein, mutatis mutandis. This deed is a Finance Document

2 Incorporation of terms and Covenant to pay

- 2.1 For the purposes of this deed the Company agrees that it is bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor as if they were set out herein
- 2.2 The Company hereby covenants with the Lender that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Lender when the

same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Lender in relation to any such Secured Liabilities or generally in respect of the Chargor.

- 2 3 Neither the covenant to pay in Clause 2 2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this Clause, cause such covenant or Security to be unlawful under any applicable law

3 Grant of security

As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee hereby grants to the Lender a charge by way of legal mortgage over all its Properties which are listed in Schedule 1 (*Properties currently owned*) to this Deed

4 Land Registry restriction

- 4 1 In respect of any Property registered at the Land Registry, the Company hereby consents to the entry of the following restriction on the register of its title to such Property

"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 dated [•] in favour of The Royal Bank of Scotland plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

- 4 2 The Company authorises the Lender to make any application which it deems appropriate for the designation of this deed or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003 and will use its best endeavours to assist with any such application made by or on behalf of the Lender. The Company will notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this deed or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document

5 Miscellaneous

With effect from the date of this deed

- 5 1 any reference in the Security Agreement to "this deed" and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it), and

- 5 2 without prejudice to, or limitation of, the provisions of clause 5 1 above, clauses 13 to 19 (inclusive) of the Security Agreement shall be deemed to be incorporated in this deed as if set out herein, mutatis mutandis

6 Governing law

This deed is governed by and shall be construed in accordance with, English law

EXECUTION VERSION

7 Counterparts

This deed may be executed in one or more counterparts all of which when taken together shall be deemed to constitute one and the same instrument

In Witness whereof this deed has been duly executed on the date first above written

25501931.3

SCHEDULE 1
Properties currently owned

Part A Registered Land

Chargor	Freehold/Leasehold	Description
Zelgrain Limited	Leasehold	The property demised by the Lease

Part B Unregistered Land

Chargor	Freehold/Leasehold	Description
----------------	---------------------------	--------------------

EXECUTION VERSION

SIGNATORIES

The Company

EXECUTED as a DEED and)
DELIVERED by)
ZELGRAIN LIMITED)
acting by)
(Director) in the presence of)

Witness

Signature

Name

Address

Occupation

DAVID GARDNER
- 25 GLENVIEW, WILMINGTON BN1 1UJ
DIRECTOR

The Lender

SIGNED by)
for and on behalf of THE ROYAL)
BANK OF SCOTLAND PLC)
in the presence of)

Witness

Signature

Name

Address

Occupation

EXECUTION VERSION

SIGNATORIES

The Company

EXECUTED as a DEED and)
DELIVERED by)
ZELGRAIN LIMITED)
acting by)
(Director) in the presence of)

Witness

Signature

Name

Address

Occupation

The Lender

SIGNED by
for and on behalf of THE ROYAL
BANK OF SCOTLAND PLC
in the presence of



Witness

Signature



Name KIT MALLALEN

Address 280 BISHOPS GATE, LONDON, EC2M 4RB

Occupation BANKER