



Registration of a Charge

Company name: **ZELGRAIN LIMITED**

Company number: **03235178**

Received for Electronic Filing: **14/12/2016**



Details of Charge

Date of creation: **07/12/2016**

Charge code: **0323 5178 0059**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description: **BY WAY OF LEGAL MORTGAGE ALL LEGAL INTEREST IN THE HONOUR OAK PUBLIC HOUSE, 1 ST GERMAN'S ROAD, LONDON, SE23 1RH (LAND REGISTRY TITLE NUMBER TGL401125)**

Contains fixed charge(s).

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:

ANNE MILNE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3235178

Charge code: 0323 5178 0059

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2016 and created by ZELGRAIN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2016 .

Given at Companies House, Cardiff on 15th December 2016

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**

Date 7th December 2016

ZELGRAIN LIMITED

as Company

THE ROYAL BANK OF SCOTLAND PLC

as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

concerning The Honor Oak Public House, 1 St German's Road, London, SE23 1RH

Dean Wilson LLP
Ridgeland House
165 Dyke Road
Hove
BN3 1TL

DATE

7th December

2016

PARTIES

- 1 **ZELGRAIN LIMITED** (registered no. 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 agent and trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND:

- (A) Pursuant to a deed of accession dated 27 June 2014, the Company and others have acceded as chargors to a security agreement dated 27 June 2014 and granted by RCP Newco 4 Limited and RCP Newco 5 Limited in favour of Security Agent (the "**Security Agreement**").
- (B) Pursuant to clause 18.5 (*Further Assurance*) of the Security Agreement, the Company has agreed to grant security in favour of the Security Agent over a certain leasehold property in which it has an interest, pursuant to and in accordance with the terms of the Security Agreement.
- (C) The Security Agent 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.
- (D) The Security Agent 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.
- 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 Security Agent that it will on written demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Security Agent when the same become due in accordance with the terms of the Finance Documents, 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 Security Agent 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**

- 3.1 As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee hereby grants to the Security Agent a charge by way of legal mortgage over all its Properties which are listed in Schedule 1 (Properties currently owned) to this Deed.
- 3.2 There shall be excluded from the Security created by this deed, and from the operation of clause 4.1 (*Restrictions on dealing*) of the Security Agreement, any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property until the relevant condition or waiver has been satisfied or obtained.

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 Security Agent 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 Security Agent. The Company will notify the Security Agent 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.

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.

SCHEDULE 1
Properties currently owned

Part A: Registered Land

Chargor	Freehold/Leasehold	Description	Leasehold Title Number
Zelgrain Limited	Leasehold	The Honor Oak Public House, 1 St German's Road, London, SE23 1RH	TGL401125

Lease dated 3rd June 2014 and made between Punch Partnership (PTL) Limited (1) Justin Wallace and Otis Turner (2) and Wallace Management (UK) Limited (3)

Part B: Unregistered Land

Chargor	Freehold/Leasehold	Description
N/A	N/A	N/A

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 Security Agent

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

)
)
)
)

Witness

Signature:

Name:

Address:

Occupation: