

MR01

Particulars of a charge

667449/13

Laserform

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 with
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. It
must be scanned and placed on the public record. **Do not send the original.**



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A05

15/05/2015

#124

COMPANIES HOUSE

FRIDAY

1 Company details

Company number 0 3 2 3 5 1 7 8

Company name in full Zelgrain Limited

SA For official use

→ **Filling 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 0 8 0 5 2 0 1 5

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

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The leasehold property known as Black Lion Public House, Black Lion Street, Brighton BN1 1ND and land on the west side of Black Lion Street, Brighton BN1 1ND and registered at the Land Registry with title number ESX352779 For further details please refer to schedule 1 of the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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 Macfarlanes LLP

X

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

MR01**Particulars of a charge****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. The contact information you give will be visible to searchers of the public record.

Contact name Natalie McManus

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 0057

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2015 and created by ZELGRAIN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2015

A handwritten signature, possibly 'DX', in black ink.

Given at Companies House, Cardiff on 22nd May 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Date

8 May

2015

ZELGRAIN LIMITED
as Company
THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

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 13 May 2015

MACFARLANES

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

DATE

8 May

2015

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 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 certain leasehold properties 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

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

SCHEDULE 1
Properties currently owned

Part A: Registered Land

Chargor	Freehold/Leasehold	Description	Title Number(s)
Zelgrain Limited	Leasehold	Black Lion Public House, Black Lion Street, Brighton BN1 1ND and land on the west side of Black Lion Street, Brighton BN1 1ND	ESX352779
Zelgrain Limited	Leasehold	1 Church Street, Brighton BN1 1UJ	ESX313755
Zelgrain Limited	Leasehold	13-14 Kensington Gardens, Brighton BN1 4AL	ESX243712
Zelgrain Limited	Leasehold	11 Cranbourne Street, Brighton BN1 2RD	ESX313756
Zelgrain Limited	Leasehold	The Polar Bar, 113-114 Western Road, Brighton BN1 2AB	ESX210743

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 *DAVID BARLING*

Address **Dean Wilson LLP**
Solicitors

Occupation **96 Church Street**
Brighton BN1 1UJ
SOLICITOR

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

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 JH PEASLEY)
for and on behalf of THE ROYAL)
BANK OF SCOTLAND PLC)
in the presence of)

Witness

Signature

Name CHARLIE HUBBLOUGH

Address 280 DISBURGATE, LONDON, EC2M 4RB

Occupation CORPORATE BANKER