

MR01
Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service
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 the charge is
instrument Use form MR01



A09 18/03/2015 #333
COMPANIES HOUSE

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. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 03720871

Company name in full FENG SUSHI LIMITED

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 16/03/2015

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 LUKE OLIVER JOHNSON

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

FIXED AND FLOATING CHARGE OVER THE UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE, INCLUDING GOODWILL, BOOK DEBTS, UNCALLED CAPITAL, BUILDINGS, FIXTURES, FIXED PLANT & MACHINERY

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  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 **Prasan Modasia**

Company name **Gannons**

Address **20-21 Jockey's Fields**

Post town **London**

County/Region

Postcode

W	C	1	R		4	B	W
---	---	---	---	--	---	---	---

Country

DX

Telephone



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: 3720871

Charge code: 0372 0871 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2015 and created by FENG SUSHI LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th March 2015.

P

Given at Companies House, Cardiff on 24th March 2015



Companies House



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

We hereby certify that to be
a true copy of the original

Gannons
Gannons Solicitors

Date: 17/03/15

DATED

16 March 2015

2015 CONVERTIBLE LOAN NOTE INSTRUMENT

between

FENG SUSHI LIMITED

and

LUKE OLIVER JOHNSON

GANNONS
20-21 JOCKEY'S FIELDS, LONDON WC1R 4BW
WWW.GANNONS.CO.UK

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THIS DEED is dated

16 March

2015

PARTIES

- (1) **FENG SUSHI LIMITED** a private company incorporated and registered in England and Wales with company number 03720871 whose registered office is at 1 Vincent Square, London SW1P 2PN (Company)
- (2) **LUKE OLIVER JOHNSON** of 23 Randolph Crescent London W9 1DP (Noteholder)

BACKGROUND

By exercising of the powers conferred on them by the Articles (as may be amended from time to time) the Directors of the Company have created a GBP £260,000 secured convertible loan note and have agreed to constitute it in the following manner

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this instrument.

Articles: the articles of association of the Company, as amended or superseded.

Business Day: a day (other than a Saturday, Sunday or public holiday) on which banks in the City of London are open for normal banking business.

Certificate: a certificate for the Note in the form (or substantially in the form) set out in Schedule 1.

Change of Control: the acquisition of control of the Company (as defined in section 1124 of the Corporation Tax Act 2010) by any person or persons acting in concert (as defined in the City Code on Takeovers and Mergers) with them.

Conditions: the conditions attaching to the Notes, as set out in Schedule 2 to Schedule 4.

Conversion Date: has the meaning set out at Schedule 3.

Conversion Event: all or any of the events listed in Schedule 3

Conversion Notice: a notice in writing by the Noteholder to the Company to convert all or part of the outstanding Notes.

Conversion Price: 1 Share per £1 of Notes converted

Directors: the board of directors for the time being of the Company.

Equity Securities: has the meaning given to "shares" in section 560(1) of the Companies Act 2006

Event of Default: any of the events set out in paragraph 2 of Schedule 2.

Final Date: means the first anniversary of the date of this agreement or such later date as the Noteholder agrees in writing with the Company shall be treated as the Final Date for the purposes of this agreement.

Note: the GBP £260,000 secured convertible loan note constituted by this instrument or, as the case may be, the principal amount from time to time issued and paid up and outstanding, and principal amount shall be construed accordingly.

Redemption Date: has the meaning given in paragraph 1 1 of Schedule 2.

Redemption Notice: has the meaning given in paragraph 1 2 of Schedule 2.

Shares: the Ordinary A Shares of £1 00 each in the capital of the Company, which have the rights set out in the Articles (as may be amended from time to time).

- 1.2 Any phrase introduced by the terms **including**, **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 The schedules to this instrument form part of (and are incorporated into) this instrument.
- 1 4 A **person** includes a corporate or unincorporated body.
- 1.5 Words in the singular include the plural and vice versa.
- 1.6 A reference to a clause or a schedule is (unless expressly stated otherwise) a reference to a clause of, or schedule to, this instrument
- 1.7 Clause and schedule headings do not affect the interpretation of this instrument.
- 1 8 A reference to one gender includes a reference to the other gender.
- 1 9 Any reference in this instrument to **this instrument** or to any other instrument, agreement or document shall, unless the context otherwise requires, be construed as reference to this instrument or such other instrument, agreement or document as the same may from time to time be amended, varied, supplemented or novated, in each case in accordance with its terms.
- 1 10 References to any statute or statutory provision shall include references to such statute or statutory provision as in force at the date of this instrument and as subsequently re-enacted or consolidated and shall include references to any statute or statutory provision of which it is a re-enactment or consolidation.

2. NOMINAL AMOUNT

2.1 The nominal amount of the Notes is GBP £260,000

3. RANKING

3.1 All the Notes shall rank pari passu, equally and rateably, without discrimination or preference among themselves and as secured obligations of the Company under this instrument

4. REDEMPTION AND INTEREST

4.1 Subject to clause 4.2 below, the Company shall on the Final Date repay the Noteholder in full the Note (except to the extent that part of the Note has been Converted before the Final Date)

4.2 If an Event of Default occurs the Noteholder may at any time thereafter (and, if the Event of Default is capable of remedy, has not been remedied within 5 Business Days since the occurrence of such an Event of Default), by giving notice to the Company, demand repayment of all or any part of the Notes (except to the extent that before the date of the Event of Default that part of the Note has been Converted).

4.3 When the Notes become repayable in accordance with the Conditions, the Company shall pay to the Noteholder in full the Note. For the avoidance of doubt the Notes can be redeemed or converted in such instalments and over such amounts of the Notes as is determined by the Noteholder prior to the Final Date and subject to the provisions applying upon an Event of Default

4.4 Interest shall be charged at the rate of 7% on the part of the Note outstanding and is not compounded.

5. USE OF PROCEEDS

5.1 The proceeds of all subscriptions for the Notes shall be used to fund the Company's working capital and capital expenditure requirements for the time being.

6. LOAN NOTE CERTIFICATES

6.1 The Noteholder shall be entitled to receive (without charge) a Certificate executed as a deed by the Company for the Note.

- 6.2 Where a Noteholder transfers part only of the Notes comprised in a Certificate, the old Certificate shall be cancelled and a new Certificate for the balance of such Notes shall be issued without charge.

7. CONDITIONS OF ISSUE

- 7.1 The Notes shall be issued subject to, and with the benefit of, the Conditions set out in Schedule 2 to Schedule 4 inclusive. Those conditions shall be binding on the Company, the Noteholder and all persons claiming through or under them

8. NOTES REGISTER

- 8.1 The Company shall keep, or cause to be kept, a register of the Notes at its registered office showing:

- (a) the names and address of the Noteholder for the time being of the Notes,
- (b) the principal amount of the Notes held by the Noteholder and the principal monies paid up on them,
- (c) the date on which the name of that Noteholder is entered in respect of the Notes standing in his name;
- (d) the serial number of each Certificate issued and the date of its issue; and
- (e) the date on which a person ceased to hold the Notes.

- 8.2 Any change of name or address of the Noteholder shall immediately be notified to the Company and, on receipt, the register shall be altered accordingly. The Noteholder and any person authorised in writing by any of them may, at all reasonable times during office hours, inspect the register and to take copies of it or extracts from it.

9. ENFORCEMENT

- 9.1 The Company covenants with the Noteholder to perform and observe the obligations in this instrument to the intent that this instrument shall remain in place for the benefit of all persons for the time being registered as holders of any Notes, each of whom may sue for the performance and observance of the provisions of this instrument so far as his holding is concerned

- 9.2 The Company's obligations in respect of the Notes shall be secured as a fixed and floating charge over the undertaking and all property and assets present and future, including goodwill, book debts, uncalled capital, buildings, fixtures, fixed plant and machinery by this deed.

10. SET-OFF

- 10.1 The Noteholder shall be recognised by the Company as entitled to the Notes registered in his name free from any equity, defence, set-off or cross-claim on the part of the Company against the Noteholder.

11. THIRD PARTY RIGHTS

- 11.1 This instrument is enforceable under the Contracts (Rights of Third Parties) Act 1999 by the Company and any Noteholder, but not by any other person.

12. GOVERNING LAW AND JURISDICTION

- 12.1 This instrument and the Notes (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.
- 12.2 The courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this instrument (including non-contractual disputes or claims). Accordingly, any proceedings relating to, or in connection with, this instrument or the Note (including non-contractual disputes or claims) may be brought in such courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Form of certificate

FENG SUSHI LIMITED a private company incorporated and registered in England and Wales with company number 03720871 whose registered office is at 1 Vincent Square, London SW1P 2PN (**Company**)

CERTIFICATE NO. 1

AMOUNT OF NOTES GBP £260,000.00

secured convertible loan notes (Note)

Issued pursuant to the articles of association of the Company (as may be amended from time to time) and created by a resolution of the directors

This is to certify that **LUKE OLIVER JOHNSON** of 23 Randolph Crescent London W9 1DP is the registered holder(s) of the nominal amount stated above of the Notes constituted by a loan note instrument dated _____ 2015 (**Instrument**) and made by the Company. The Notes are issued subject to, and with the benefit of, the provisions contained in the Instrument and the conditions and other provisions endorsed on this certificate and/or attached to it (**Conditions**)

Executed as a deed by the Company this _____ 2015.

Signed as a deed by **FENG SUSHI LIMITED**

acting by a director

in the presence of a witness

Schedule 2 Conditions

1. REDEMPTION

- 1.1 If the Noteholder so determines, the Notes then in issue (so far as not previously redeemed or converted) shall be redeemed at the outstanding principal amount of the Notes on the earliest of.

- (a) a date(s) falling before the Final Date; or
- (b) a date not less than 10 Business Days following a breach by the Company of any of the terms of this instrument and/or the Conditions (including as set out in this Schedule 2)

(Redemption Date)

- 1.2 The Noteholder shall give the Company written notice of the intention to exercise the right to redeem in accordance with the provisions of paragraph 1.1 **(Redemption Notice)**. Within five Business Days of the Redemption Date, the Company shall repay to the Noteholder the principal amount of the Notes so redeemed, together with interest on such Notes outstanding at the Interest Rate

2. EVENTS RESULTING IN IMMEDIATE REDEMPTION

The Notes then in issue shall be immediately redeemable if:

- (a) any payment default under this agreement; or
- (b) an administration order is made in relation to the Company or any of its subsidiaries; or
- (c) an order is made, or an effective resolution is passed, for the winding-up, liquidation, administration or dissolution of the Company or any of its subsidiaries (except for the purpose of reorganisation or amalgamation of the Company or any of its subsidiaries); or
- (d) an encumbrancer takes possession or a receiver is appointed of the whole or the major part of the assets or undertaking of the Company or any of its subsidiaries or if distress, execution or other legal process is levied or enforced or sued out on or against the whole or the major part of the assets of the Company or any of its subsidiaries and is not discharged, paid out, withdrawn or removed within thirty Business Days; or
- (e) the Company stops (or threatens to stop) payment of its debts generally or ceases (or threatens to cease) to carry on its business or a substantial part of its business; or

- (f) the Company is deemed for the purposes of section 123 Insolvency Act 1986 to be unable to pay its debts or compounds or proposes or enters into any reorganisation or special arrangement with its creditors generally.

3. ACTION FOLLOWING REDEMPTION

- 3.1 The Company shall give written notice to the Noteholder immediately on the Company becoming aware of the occurrence of an event specified in paragraph 2 of this Schedule 2, giving reasonable details of that event.

Schedule 3 Conversion

Part 1. Conversion

- 1 Subject to paragraph 2 of Part 1 of this Schedule 3, at the option of the Noteholder all or part of the outstanding Notes shall automatically convert into fully paid Shares at the Conversion Price on the earlier of the following events.
 - (a) As set out in paragraph 1.1 of Part 1 of Schedule 2, and
 - (b) The events resulting in immediate redemption as set out in paragraph 2 of Schedule 2.
- 2 A Noteholder shall have the right to serve a Conversion Notice on the Company to convert all of the Notes outstanding into fully paid Shares at the price representing Conversion Price

Part 2. Procedures on conversion

- 1 On the Conversion Date, the Directors shall convert the principal amount of the Notes into such number of new fully paid ordinary Shares at the Conversion Price and in accordance with the following provisions of Part 2 of this Schedule 3.
2. Conversion of the Notes shall be effected by the Company redeeming the relevant Notes on the Conversion Date. A Noteholder whose Notes are being converted shall be deemed to irrevocably authorise and instruct the Company to apply the redemption moneys payable to that Noteholder in subscribing for Shares on conversion of the Notes.
3. Shares arising on conversion of the Notes shall be issued and allotted by the Company on the Conversion Date and the certificates for such Shares shall be despatched to the persons entitled to them at their own risk. Each Share arising on conversion shall be issued and allotted at such premium to reflect the difference between the nominal amount of the Share and the principal amount of Notes converted into one Share on the Conversion Date.
4. The Shares arising on conversion of the Notes shall be credited as fully paid and rank pari passu with Shares of the same class in issue on the Conversion Date and shall carry the right to receive all dividends and other distributions declared after the Conversion Date.

- 5 The entitlement of a Noteholder to a fraction of a Share shall be rounded to the nearest whole number of Shares, which result from the conversion of the Notes.


6. The Company undertakes that, while the Notes remain in issue, it shall (pending either the payment of any redemption moneys in respect of the Notes or the issue of the Shares on conversion, each in accordance with the provisions of this instrument) not alter the Articles in any way which would adversely affect the rights of the Noteholder without the prior written approval of the Noteholder and a Special Resolution.

Schedule 4 Transfer provisions and other matters

1. The Notes are transferable by a Noteholder to such party as the Noteholder deems fit.
2. Each instrument of transfer shall be signed by the transferor, and the transferor shall be deemed to remain the owner of the Notes to be transferred until the name of the transferee is entered in the register in respect of such Notes.
3. Each instrument of transfer shall be sent to, or left for registration at, the registered office of the Company for the time being, and shall be accompanied by the Certificate(s) for the Notes to be transferred and any other evidence that the Company may require to prove the title of the transferor or his right to transfer the Notes (and, if such instrument is executed by some other person on his behalf, the authority of that person to do so). All instruments of transfer that are registered may be retained by the Company.
4. Payment of the principal amount and all accrued interest on the Notes shall be made by bank transfer to an account nominated for the purpose to the Company in writing by the Noteholder.
5. Any notice or other document required to be given under this instrument shall be in writing and may be given to or served on any Noteholder by sending it by first-class post in a prepaid envelope addressed to such Noteholder at his registered address or sent electronically. Any such notice sent or document served by first-class post shall be deemed to have been given or served 48 hours or 96 hours in the case of a notice or document sent to an address for a Noteholder not in the United Kingdom after the time when it is posted and in proving such notice or service, it shall be sufficient to prove that the envelope containing the notice or document was properly addressed, stamped and posted. Electronic communications shall be deemed to have been given upon transmission.
6. Any notice or other document delivered or sent by post to, or left at, the registered address of any Noteholder or sent electronically in pursuance of these provisions shall, notwithstanding that such Noteholder is then dead or bankrupt or in liquidation, and whether or not the Company has notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any Notes registered in the name of such Noteholder and such service shall for all purposes be deemed sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the Notes

7. A copy of this instrument shall be kept at the Company's registered office. A Noteholder (and any person authorised by a Noteholder) may inspect that copy of the instrument at all reasonable times during office hours.

Executed as a deed by **FENG SUSHI LIMITED**


.....
Director

20-21 DOLKEY'S FIELDS
LONDON
WC1R 4BW
PRISAN MODASIA


.....
Witness

Executed as a deed by **LUKE OLIVER JOHNSON**


.....

20-21 DOLKEY'S FIELDS
LONDON
WC1R 4BW
PRISAN MODASIA


.....
Witness

