



**Registration of a Charge**

Company Name: **OMEGA WARRINGTON LIMITED**

Company Number: **04263502**



XB3DJ78Y

Received for filing in Electronic Format on the: **05/05/2022**

**Details of Charge**

Date of creation: **25/04/2022**

Charge code: **0426 3502 0002**

Persons entitled: **MCDONALD'S RESTAURANTS LIMITED**

Brief description:

**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: **ALISON ROSS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4263502

Charge code: 0426 3502 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th April 2022 and created by OMEGA WARRINGTON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th May 2022 .

Given at Companies House, Cardiff on 9th May 2022

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**

## ACCOUNT CHARGE

DATE: 25 April 2022

### **PARTIES:**

- (1) **Omega Warrington Limited** (registration number 4263502) whose registered office is at Condor House St Paul's Churchyard London EC4M 8AL (the "**Landlord**").
- (2) **McDonald's Restaurants Limited** (registration number 1002769) whose registered office is at 11 – 59 High Road East Finchley London N2 8AW (the "**Tenant**").

**IT IS AGREED** as follows:

### **1. Definitions**

The definitions in this clause apply in this charge.

"**Agreement**" means the agreement dated 12 March 2021 and made between the Landlord and the Tenant.

"**Contribution**" means as defined in the Agreement

"**Deposit**" all monies from time to time standing to the credit of the Landlord in the Security Account together with all other rights and benefits accruing to or arising in connection with such monies but any interest accrued in relation to the Deposit (other than any interest relating to the late payment of the Contribution by the Landlord) shall remain the property of the Landlord).

"**Escrow Letter**" means a letter dated the date hereof between (1) the Landlord, (2) the Tenant and (3) Winckworth Sherwood LLP

"**Secured Liabilities**" the Landlord's obligation to pay the Contribution pursuant to the terms of clause 3 of the Agreement.

"**Security Account**" a separate ledger within the client account of Winckworth Sherwood LLP (sort code: [REDACTED] account number: [REDACTED]) as that account may be renumbered or redesignated from time to time

"**Security Interest**" any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"**Insolvency Event**" means in relation to the Landlord an Insolvency Event as defined in the Agreement

### **2. Charging clause**

- 2.1 The Landlord has, on the date hereof, paid the Deposit to the Security Account.
- 2.2 As a continuing security for the payment and discharge of the Secured Liabilities, the Landlord with full title guarantee charges all its right, title and interest in the Deposit to the Tenant.

### **3. Undertaking**

- 3.1 The Landlord shall not at any time, except with the prior written consent of the Tenant:

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, the Deposit other than this charge;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Deposit;
- (c) create or grant (or purport to create or grant) any interest in the Deposit in favour of a third party (other than the Tenant).or
- (d) withdraw or transfer any part of the Deposit from the Security Account other than in accordance with the Escrow Letter

#### **4. Enforcement**

- 4.1 The security constituted by this charge shall be immediately enforceable if any of the Secured Liabilities are not paid when due or any Insolvency Event occurs.
- 4.2 The Landlord and the Tenant direct the Tenant's solicitors to pay the Deposit to the Tenant in accordance with clause 3 of the Agreement

#### **5. Appointment of receiver**

- 5.1 At any time after the security constituted by this charge has become enforceable, or at the request of the Landlord, the Tenant may (to the extent that it is able), without further notice:
  - (a) appoint any one or more persons to be a receiver of all or any part of the Deposit; and
  - (b) from time to time remove any person appointed to be receiver and appoint another in his place.

(Where more than one person is appointed receiver, they shall have power to act separately (unless the appointment by the Tenant specifies to the contrary)).

- 5.2 The Tenant may fix the remuneration of any receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the receiver shall be a debt secured by this charge which shall be due and payable immediately upon its being paid by the Tenant.
- 5.3 The power to appoint a receiver (whether conferred by this charge or by statute) shall be, and remain, exercisable by the Tenant despite any prior appointment in respect of all or any part of the Deposit.
- 5.4 Any receiver appointed by the Tenant under this charge shall be the agent of the Landlord and the Landlord shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.
- 5.5 Any receiver appointed by the Tenant under this charge shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have the power to do all such acts and things as an absolute owner could do in the management of the Deposit.

#### **6. Costs**

In the event the security constituted by this charge has become enforceable, the Landlord shall pay to, or reimburse, the Tenant and any receiver on demand, on a full

indemnity basis, all fees, costs and expenses properly incurred by the Tenant and/or any receiver in relation to enforcing (or attempting to do so) any of the Tenant's or receiver's rights hereunder.

**7. Miscellaneous**

- 7.1 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this charge.
- 7.2 The Tenant may not assign or transfer the whole or any part of the Tenant's rights and/or obligations under this charge to any person.
- 7.3 The Landlord may not assign any of its rights, or transfer any of its obligations under this charge to any person.
- 7.4 Any release, discharge or settlement between the Landlord and the Tenant shall be deemed conditional on no payment received by the Tenant in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law.
- 7.5 The rights and powers of the Tenant conferred by this charge are cumulative, may be exercised as often as the Tenant considers appropriate, and are in addition to its rights and powers under the general law.
- 7.6 No act or course of conduct or negotiation by or on behalf of the Tenant shall, in any way, preclude the Tenant from exercising any right or power under this charge or constitute a suspension or variation of any such right or power.
- 7.7 The Landlord waives any rights of set off it may have in relation to the Secured Liabilities.
- 7.8 No delay or failure to exercise any right or power under this charge shall operate as a waiver. No single or partial exercise of any right under this charge shall prevent any other or further exercise of that or any other right.
- 7.9 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 7.10 This charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**8. Notices**

Clause 5.2 of the lease annexed to the Agreement shall apply as if set out in this charge.

**9. Governing law**


This charge and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**IN WITNESS** of which this charge has been duly executed as a deed and is delivered on the date written at the beginning of this charge.

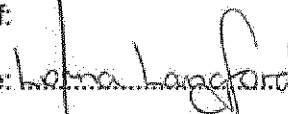
**EXECUTED** and delivered as a **DEED**

by **OMEGA WARRINGTON LIMITED**

acting by:

 Director

in the presence of:

Witness signature: 

Witness name: Lorna Langford

Witness address: 301 West George Street  
Glasgow

**EXECUTED** as a **DEED** by

**MCDONALD'S RESTAURANTS LIMITED**

acting by:

.....

Authorised Signatory

as Attorney pursuant to a power of attorney dated [ 2 April 2020]

in the presence of:

Witness signature: .....

Witness name:

Witness address: 11-59 High Road,  
East Finchley, London N2 8AW