

MR01

Particulars of a charge

665438/L3  
IRIS Laserform

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

You can use the WebFiling s  
Please go to www.companiesh

✓ 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  
an instrument Use form MR08

THURSDAY



\*A3BCKB6A\*

A01

03/07/2014

#131

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

1 Company details

Company number 0 2 8 9 2 6 6 3

Company name in full C-SIDE LIMITED

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 2 7 0 6 2 0 1 4

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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**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

159-161 KINGS ROAD ARCHES - TITLE NUMBERS ESX71378 AND ESX249005  
THE MESMERIST/ALCHEMIST CAFE - TITLE NUMBERS ESX340513 AND ESX330582  
GLOUCESTER PUBLIC HOUSE - TITLE NUMBER ESX348417  
STICKY MIKES FROG BAR - TITLE NUMBER ESX333541  
THE FORTUNE OF WAR - TITLE NUMBERS ESX222477 AND ESX257759  
8 ST GEORGES ROAD - TITLE NUMBER ESX333539  
ARCH 162 KINGS ROAD ARCHES - FREEHOLD TITLE NUMBER ESX305895

FOR FURTHER DETAILS PLEASE SEE THE ENCLOSED DEED OF ACCESSION DATED 27 JUNE 2014.

**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

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**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 *Melvin Jones UP* 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 Tabitha Jenkins

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 2892663

Charge code: 0289 2663 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2014 and created by C-SIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2014

Given at Companies House, Cardiff on 11th July 2014

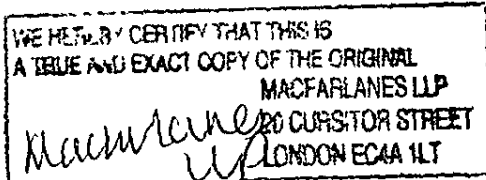


**Companies House**



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

DK



Execution Version

**Form of Deed of Accession**

**DATE** 27 June 2014

**PARTIES**

- 1 InnBrighton Limited (registered number 06067476) with its registered office at Global House, High Street, Crawley, West Sussex, RH10 1DL (an "Additional Chargor"),
- 2 Zelgrain Limited (registered number 03235178) with its registered office at Global House, High Street, Crawley, West Sussex, RH10 1DL (an "Additional Chargor"),
- 3 C-Side Limited (registered number 02892663) with its registered office at Global House, High Street, Crawley, West Sussex, RH10 1DL (an "Additional Chargor"),
- 4 C-Side (Holdings) Limited (registered number 04144871) with its registered office at Global House, High Street, Crawley, West Sussex, RH10 1D (an "Additional Chargor"), and
- 5 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 RCP Newco 4 Limited and RCP Newco 5 Limited have entered into a security agreement dated 27 June 2014 (the "Security Agreement") between the Chargors under and as defined in the Security Agreement and the Security Agent
- B Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement
- C The Security Agent and each Additional Chargor 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 on trust for the Secured Parties on the terms of the Finance Documents

**IT IS AGREED** as follows

**1 Definitions and interpretation**

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document

**2 Accession and covenant to pay**

**2.1 With effect from the date of this deed each Additional Chargor**

**2.1.1** will become a party to the Security Agreement as a Chargor, and

**2.1.2** will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

**2.2** Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties 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 Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargers

- 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 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby

- 3 1 1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed,

- 3 1 2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its

3 1 2 1 Properties acquired by it after the date of this deed,

3 1 2 2 Property Interests,

3 1 2 3 Material Equipment,

3 1 2 4 Securities,

3 1 2 5 Intellectual Property,

3 1 2 6 Accounts,

3 1 2 7 Pension Fund Interests,

3 1 2 8 Goodwill and Uncalled Capital, and

3 1 2 9 right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1- 3 1 4 inclusive,

but excluding any Excluded Assets,

- 3 1 3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and

- 3 1 4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements provided that until an Event of Default occurs and is continuing the relevant Chargor shall be entitled to continue to deal with the counterparties to the Assigned Agreements

#### 3 2 Floating Security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property,

assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 inclusive above but excluding the Excluded Assets

### 3.3 Leasehold Security restrictions

3.3.1 There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of clause 4.1 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained

3.3.2 For each Excluded Property, each Additional Chargor undertakes to

3.3.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,

3.3.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and

3.3.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy

3.3.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3.1.1, clause 3.1.2.1 or clause 3.1.2.2 of the Security Agreement as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, each Additional Chargor will execute a valid fixed charge in such form as the Security Agent shall require

### 4 Land Registry restriction

In respect of any Property registered at the Land Registry, each Additional Chargor 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”

### 5 Miscellaneous

With effect from the date of this deed

5.1 the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed),

5.2 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 1 (*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)

### 6 Governing law

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law



**7 Counterparts**

This deed may be executed in 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

	Name of Chargor	Description of Property	Title Number	Leasehold/ Freehold
1	Zelgrain Limited	The Hampton Arms, 57 Upper North Street, Brighton BN1 3FH	Awaiting registration (freehold title number ESX209854)	Leasehold
2	Zelgrain Limited	The Railway Hotel, 76 Ditchling Rise, Brighton BN1 4QQ	Awaiting registration (freehold title number SX128578)	Leasehold
3	Zelgrain Limited	Funky Buddha Lounge (The Tube), 169-170 Kings Road Arches, Brighton BN1 1NB	Awaiting registration (freehold title number ESX211613)	Leasehold
4	Zelgrain Limited	The Open House, 146 Springfield Road, Brighton BN1 6BZ	Awaiting registration (freehold title number SX128649)	Leasehold
5	C-Side Limited	159-161 Kings Road Arches, Brighton, lying beneath Kings Road and the Espanade BN1 1NB	ESX71378 and ESX249005	Freehold
6	Zelgrain Limited	Crystal Palace Tavern, 193 Crystal Palace Road, London, SE22 9EP	TGL356202	Leasehold
7	C-Side Limited	The Mesmenst / Alchemist Café, 1-4 Prince Albert Street, Brighton, BN1 1HE	ESX340513 and ESX330582	Leasehold
8	Zelgrain Limited	Exchange Public House, 8 Goldstone Street, Hove, BN3 3RL	ESX354178	Leasehold
9	Zelgrain Limited	Ancient Manner, 59 Rutland road, Hove, BN3 5FE	ESX354659	Leasehold
10	C-Side Limited	Gloucester Public House, 27 Gloucester Place, Brighton, BN1 4AA	ESX348417	Leasehold
11	Zelgrain Limited	The Black Lion, Black Lion Street, Brighton, BN1 1ND	ESX352779	Leasehold
12	Zelgrain Limited	100 Crows Rising, 58 Penton Street, London, N1 9PZ	EGL556845	Leasehold
13	Zelgrain Limited	The Globe, 77-78 Middle Street, Brighton, BN1 1AL	ESX355432	Leasehold

14	Zelgrain Limited	Aeronaut, 264 High Street, London, W3 9BH	AGL290683	Leasehold
15	Zelgrain Limited	The Bellevue Public House, 136 Battersea High Street, London, SW11 3JR	TGL367190	Leasehold
16	Zelgrain Limited	92 Mildmay Park, London, N1 4PR	AGL261775	Leasehold
17	Zelgrain Limited	Riki Tik, 18A Bond Street, Brighton BN1 1RD	ESX257000	Leasehold
18	C-Side Limited	Sticky Mikes Frog Bar, 9-12 Middle Street, Brighton, BN1 1AL	ESX333541	Leasehold
19	Zelgrain Limited	Bath Arms, 3-4 Meeting House Lane, Brighton, BN1 1HB	ESX302373	Leasehold
20	Zelgrain Limited	Duke of Beaufort, 175 Queens Park Road, Brighton, BN2 9ZA	ESX303178	Leasehold
21	Zelgrain Limited	Britannia, 360 Victoria Park Road, London, E9 7BT	EGL366150	Leasehold
22	Zelgrain Limited	The Windsor Tavern, 46 Windsor Street, Brighton, BN1 1RJ	ESX303966	Leasehold
23	Zelgrain Limited	The Fiddler's Elbow, 11 Boyce's Street, Brighton, BN1 1AN	ESX303180	Leasehold
24	Zelgrain Limited	The Fishbowl, 74 East Street, Brighton, BN1 1HQ	ESX303189	Leasehold
25	C-Side Limited	The Fortune of War, 156-157 Kings Road Arches, Brighton, BN1 1NB	ESX222477 and ESX257759	Leasehold
26	Zelgrain Limited	Fountainhead, 101/103 North Road, Brighton, BN1 1YE	ESX299994	Leasehold
27	Zelgrain Limited	Freemasons, 38-39 Western Road, Hove, BN3 1AF	ESX335597	Leasehold
28	Zelgrain Limited	Hope, 11-12 Queens Road, Brighton, BN1 3WA	ESX342823	Leasehold
29	C-Side Limited	8 St Georges Road, Brighton, BN2 1EB	ESX333539	Leasehold
30	Zelgrain Limited	The Marlborough Hotel, 4 Princes Street, Brighton, BN2 1RD	ESX303183	Leasehold
31	Zelgrain Limited	Quadrant, 12-13 North Street, Quadrant, Brighton, BN1 3GJ	ESX301512	Leasehold
32	Zelgrain Limited	Shakespeare's Head, 1 Chatham Place, Brighton, BN1 3TP	ESX342325	Leasehold

33	Zelgrain Limited	Sidewinder, 65 St James's Street, Brighton, BN2 1PJ	ESX303185	Leasehold
34	Zelgrain Limited	Victory Inn, 6 Duke Street, Brighton, BN1 1AH	ESX303592	Leasehold
35	Zelgrain Limited	Worlds End, 60/61 London Road, Brighton, BN1 4JE	ESX222177	Leasehold
36	Zelgrain Limited	Chequers, 10 The Green, Slaugham, West Sussex, RH17 6AQ	WSX304032	Leasehold
37	Zelgrain Limited	Freebutt, 1 Phoenix Place, Brighton, BN2 9ND	ESX346961	Leasehold
38	Zelgrain Limited	Saint Georges Inn, 33 Sudeley Street, Brighton, BN2 1HE	ESX251048	Leasehold
39	Zelgrain Limited	Grand Central, 29-30 Surrey Street, Brighton, BN1 3PA	Unregistered (freehold SX133327)	Leasehold
40	Zelgrain Limited	Three Graces, 168 Portland Road, Hove, BN3 5QN	ESX322640	Leasehold
41	Zelgrain Limited	The Lord Leconfield Arms, 116/118 Edward Street, Brighton, BN2 0JL	ESX303184	Leasehold
42	Zelgrain Limited	Mash Tun, 1 Church Street, Brighton, BN1 1UJ	ESX313755	Leasehold
43	Zelgrain Limited	The Polar Bar, 113-114 Western Road, Brighton, BN1 2AB	ESX210743	Leasehold
44	Zelgrain Limited	Western Front, 11 Cranbourne Street, Brighton, BN1 2RD	ESX313756	Leasehold
45	Zelgrain Limited	White Rabbit, 13-14 Kensington Gardens, Brighton, BN1 4AL	ESX243712	Leasehold
46	Zelgrain Limited	Zoot Street, 8 Queens Road, Brighton	ESX314288	Leasehold
47	Zelgrain Limited	Battersea Mess & Music Hall, 51 Lavender Gardens, London, SW11	TGL393241	Leasehold
48	Zelgrain Limited	Unit 9 Belltower Industrial Estate, Brighton	Unregistered (Freehold ESX78853)"	Leasehold
49	C-Side Limited	Arch 162 Kings Road Arches, Brighton BN1 1NB	Unregistered (Freehold ESX305895)	Leasehold

## SCHEDULE 2

### Designated Accounts

Chargor	Account type	Account name	Account number	Sort code

### Charged Accounts

Chargor	Account type	Account name	Account number	Sort code
InnBrighton Limited	Existing Clearing Account (held with the Security Agent)	InnBrighton Limited	10560635	83-07-06
InnBrighton Limited	Existing Clearing Account (held with the Security Agent)	InnBrighton Limited	10375757	83-07-06
InnBrighton Limited	Existing Clearing Account (held with National Westminster Bank plc)	InnBrighton Limited	27156893	60-30-09
Zelgrain Limited	Existing Clearing Account (held with the Security Agent)	Zelgrain Limited	10613186	83-07-06
Zelgrain Limited	Existing Clearing Account (held with National Westminster Bank plc)	Zelgrain Limited	27138453	60-30-09

Zelgrain Limited	Existing Clearing Account (held with National Westminster Bank plc)	Zelgrain Limited	27135160	60-30-09
C-Side Limited	Existing Clearing Account (held with the Security Agent)	C-Side Limited	10613178	83-07-06
C-Side Limited	Existing Clearing Account (held with National Westminster Bank plc)	C-Side Limited	27135306	60-30-09

**SIGNATORIES (TO DEED OF ACCESSION)**

**INNBRIGHTON LIMITED**

EXECUTED AS A DEED )

By InnBrighton Limited )

Director

Director/Secretary



**ZELGRAIN LIMITED**

EXECUTED AS A DEED )

By Zelgrain Limited )

Director

Director/Secretary



**C-SIDE LIMITED**

EXECUTED AS A DEED )

By C-Side Limited )

Director

Director/Secretary



**C-SIDE (HOLDINGS) LIMITED**

EXECUTED AS A DEED )

By C-Side (Holdings) Limited )

Director

Director/Secretary



**The Security Agent**

SIGNED by )  
for and on behalf of The Royal Bank )  
of Scotland plc )

**SIGNATORIES (TO DEED OF ACCESSION)**

**INNBRIGHTON LIMITED**

EXECUTED AS A DEED       )  
By InnBrighton Limited    )

Director

Director/Secretary

**ZELGRAIN LIMITED**

EXECUTED AS A DEED       )  
By Zelgrain Limited       )

Director

Director/Secretary

**C-SIDE LIMITED**

EXECUTED AS A DEED       )  
By C-Side Limited         )

Director

Director/Secretary

**C-SIDE (HOLDINGS) LIMITED**


EXECUTED AS A DEED       )  
By C-Side (Holdings) Limited)

Director

Director/Secretary

**The Security Agent**

SIGNED by  
for and on behalf of The Royal Bank  
of Scotland plc

)  
)  
) 

KIT MACLAREN