

M

CHWP000

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name of
Company

COMPANIES FORM NO 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in
respect of each register entry for a mortgage
or charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf – Note 6)

For official use

	3	
--	---	--

Company number

4436474

395

023307/13

Name of company

* The Hummingbird Bakery Limited

Date of creation of the charge

16 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Rent Security Deposit Deed dated 16 July 2009 between ING Central London Nominee (Wardour Street) No.1 Limited and ING Central London Nominee (Wardour Street) No.2 Limited (1) and the Company (2).

Amount secured by the mortgage or charge

All sums payable under the Rent Security Deposit Deed as set out in Clauses 3, 5 and 6 of the Rent Security Deposit Deed.

Clause 3 of the Rent Security Deposit Deed provides:

The Tenant charges all its interest in the Deposit to the Landlord as security for the due performance and observance of the covenants, agreements and conditions on the part of the Tenant under the Lease and all losses which the Landlord may incur following any Default as more particularly provided in Clause 5 (*Withdrawals*).

Continued on the attached addendum.

Names and addresses of the mortgagees or persons entitled to the charge

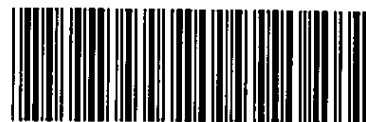
ING Central London Nominee (Wardour Street) No.1 Limited (Company Number 5877550) and ING Central London Nominee (Wardour Street) No.2 Limited (Company Number 5877563) both having their registered office at 2nd Floor, 25 Cophall Avenue, London

Postcode EC2R 7BP

Presenter's name address and
reference (if any):
McGrigors LLP

For official use (02/06)
Mortgage Section

THURSDAY



APB79BST

A03

23/07/2009

225

COMPANIES HOUSE

5 Old Bailey, London EC4M 7BA

Time critical reference

Short particulars of all the property mortgaged or charged.

The sums standing to the credit of the Account from time to time (initially being £32,775).

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Not applicable.

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage or
charge (See Note 5)

Signed

Date

22/7/09

On behalf of [mortgagee/chargee]*

Notes

* delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal Charge" etc. as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent, of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditionalfor any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ



Addendum to Form M395

THE HUMMINGBIRD BAKERY LIMITED (Company Number 4436474)

Amount secured by the mortgage or charge continued:

*** Clause 5 of the Rent Security Deposit Deed provides:**

Immediately following any Default, the Landlord may withdraw from the Deposit such proportion of the Deposit which is necessary to make good that Default.

The Landlord may withdraw from the Deposit an amount equal to any costs, outgoings, losses, damages and expenses (and any VAT on them) incurred by the Landlord and arising from any Default or the lawful exercise by the Landlord of its rights and obligations contained or referred to in either the Lease or this Deed.

The Landlord shall give written notice to the Tenant no later than five Working Days after each and every withdrawal specifying the amount of the withdrawal, the date of the withdrawal and the invoice or liability to which the withdrawal relates.

If the Lease is forfeited or the liability of the Tenant under the Lease is disclaimed, then as compensation for the Expenses, the Landlord may forfeit the Deposit, together with any accrued Interest and upon such forfeiture, the Deposit shall belong to the Landlord absolutely.

*** Clause 6 of the Rent Security Deposit Deed provides:**

The Tenant shall credit the Account such sum(s) as are necessary to ensure that the Deposit is not less than the Minimum Amount no later than ten Working Days after:

- (a) the date each time the Landlord serves notice in writing on the Tenant that the Landlord has made a withdrawal from the Account; and
- (b) the date when each and every review of the yearly rent is settled in accordance with the terms of the Lease.

If the rate of VAT applicable to supplies under the Lease shall change then the Tenant shall upon demand make good any deficiency in the Deposit.

*** The following terms referred to above are defined in the Rent Security Deposit Deed as follows:**

"Account" means a separate deposit account, opened at such bank or building society as the Landlord may from time to time nominate, in the Landlord's sole name

"Default" means any failure by the Tenant to:

- (a) pay the whole or any part of any sum (whether rent or otherwise) reserved by the Lease on the due dates for payment prescribed by the Lease, whether formally demanded or not;

*By [Signature]
[Signature]*

- (b) observe and perform any tenant covenant contained or referred to in the Lease; and
- (c) make good to the Landlord any expense, cost, loss, damage or liability arising from the determination of the Lease before the end of the term of the Lease (and any continuation of such term whether by statute, common law, holding over or otherwise) whether by forfeiture or the disclaimer of the Lease by any liquidator or trustee in bankruptcy for the Tenant.

"Deposit" means the sum of £32,775 (**"the Initial Deposit"**) and any other sums standing to the credit of the Account from time to time

"Expenses" means any expenses, costs, losses, damages or other liability arising from (or which it is reasonably foreseeable that the Landlord will have to incur as a result of) the forfeiture or disclaimer of the Lease, including (but not limited to) the following:

- (a) the costs and expenses payable to legal advisers, surveyors and accountants for advice in connection with such forfeiture or disclaimer;
- (b) the costs and expenses for marketing the Premises for reletting;
- (c) a sum of rent at an annual rate equal to the amount payable by the Tenant under the Lease immediately before the date of forfeiture or disclaimer, in respect of the period beginning on the date that possession is obtained until the earlier of the date on which the Premises are relet and the expiry of six months; and
- (d) the costs and expenses payable to legal advisers in connection with reletting the Premises;

"Interest" means any interest accruing on the Deposit

"Lease" means a lease dated 16 July 2009 between The Hummingbird Bakery Limited (**"the Tenant"**) and ING Central London Nominee (Wardour Street) No.1 Limited and ING Central London Nominee (Wardour Street) No.2 Limited (together **"the Landlord"**)

"Minimum Amount" means a sum equal to six months' worth of the annual rent first reserved under the Lease as increased from time to time in accordance with the provisions for review contained in the Lease and any VAT that may be payable thereon on provided that at no time will the Minimum Amount be less than the Initial Deposit

"Premises" means the ground floor and basement premises at 155a Wardour Street, London as demised by the Lease

"Working Day" means a day which is not Saturday, Sunday, a bank holiday or a public holiday in England and Wales.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4436474
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT SECURITY DEPOSIT DEED
DATED 16 JULY 2009 AND CREATED BY THE HUMMINGBIRD
BAKERY LTD FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ING CENTRAL
LONDON NOMINEE (WARDOUR STREET) NO. 1 LIMITED AND
ING CENTRAL LONDON NOMINEE (WARDOUR STREET) NO. 2
LIMITED UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 23 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JULY 2009



Companies House
— for the record —

P
R
O



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES