

MR01

Particulars of a charge

830936/£13



**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](http://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](http://www.companieshouse.gov.uk)

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



A20 02/12/2014 #178  
COMPANIES HOUSE

TUESDAY

**1 Company details**

Company number 0 5 1 6 5 5 2 6

Company name in full KRAM RESTAURANTS LIMITED

3 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 1 1 2 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 LLOYDS BANK 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

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

Brief description

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 <sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Shoosmiths 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 Sarah North

Company name Shoosmiths LLP

Address Apex Plaza

Forbury Road

Post town Reading

County/Region

Postcode RG1 1SH

Country

DX DX117879 Reading (APEX PLAZA)

Telephone 03700 868800



### 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: 5165526

Charge code: 0516 5526 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2014 and created by KRAM RESTAURANTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2014

*DX*

Given at Companies House, Cardiff on 5th December 2014



**Companies House**



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

THIS DEED OF ACCESSION is made the 1<sup>ST</sup> day of DECEMBER 2014

BETWEEN

- (1) THE COMPANIES specified in Part I of the schedule hereto (the "Existing Companies"),
- (2) THE COMPANIES specified in Part II of the schedule hereto (each a "Further Company" and together the "Further Companies"), and
- (3) LLOYDS BANK plc (the "Bank")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 17 March 2014 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement is hereinafter referred to as the "Principal Deed")

NOW THIS DEED WITNESSETH as follows

- 1 In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein
- 2 The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing)
- 2.1 Each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank
- 2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing)
  - a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
  - b) in the event of the discontinuance of the Guarantee in respect of any Existing Company or Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Date 1st December 2014  
 Signed Shoosmiths LLP  
 Shoosmiths LLP  
 Apex Plaza, Forbury Road  
 Reading RG1 1SH

במסגרת שיתוף הפעולה  
בין משרד הבריאות למשרד  
הבריאות של מדינת ישראל  
הממונה על המערכת

משרד הבריאות  
משרד הבריאות  
משרד הבריאות  
משרד הבריאות

of that Guarantee and all liabilities of such Existing Company or Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company or Further Company,

2 1 2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

2 1 3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2 1 2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

2 2 Each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank

2 2 1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Further Companies to the Bank anywhere or for which the any one or more of the Further Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing)

a) in the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and

- b) in the event of the discontinuance of the Guarantee in respect of such Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Further Company,

2 2 2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and such Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

2 2 3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or such Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2 2 2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

2 3 Without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them

2 3 1 combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities, and

2 3 2 set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities,

2 4 Each Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations

3 ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby

secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 22 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed

- 4 This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument Any party to this deed may enter into it by executing any such counterpart

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 28 April 2014

### The Schedule

#### Part I - The Existing Companies

Name	Registered Number	Registered Office
JRC Holdings Limited	05322705	Harleyford Estate, Henley Road, Marlow, Buckinghamshire, SL7 2DX
Scotco Restaurants Limited	03107170	Harleyford Estate, Henley Road, Marlow, Buckinghamshire, SL7 2DX
Scotco Restaurants Southern Limited (formerly named South Downs Restaurants Limited)	04382569	Marina Building, Harleyford Estate, Henley Road, Marlow, Buckinghamshire, SL7 2DX
Scotco Restaurants (Jersey) Limited	81203 (Incorporated in Jersey)	22 Grenville Street, St Helier, Jersey JE4 8PX

#### Part II - The Further Companies

Name	Registered Number	Registered Office
KRAM Management Limited	09225102	Marina Building, Harleyford Estate, Henley Road, Marlow, Buckinghamshire, SL7 2DX
KRAM Restaurants Limited	05765526	The Willows, Chapel Lane, Bagshot, Surrey, GU19 5DE

SIGNED as a deed by KRAM Management Limited acting by its

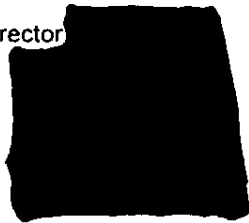
ANDREW PURNELL

(insert full name)

(insert full name)

Director

[Director][Secretary]



(signature)

(signature)

in the presence of

Witness

Keith Martin Hathaway (name)

(signature)

Address

12 Han Street  
Hanley on Thames  
Oxfordshire

Occupation

Solicitor

SIGNED as a deed by KRAM Restaurants Limited acting by its

ANDREW PURNELL

(insert full name)

(insert full name)

Director

[Director][Secretary]



(signature)

(signature)

in the presence of

Witness

Keith Martin Hathaway (name)

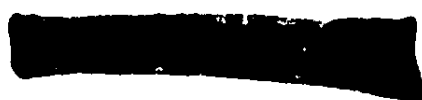
(signature)

Address

12 Han Street  
Hanley on Thames  
Oxfordshire

Occupation

Solicitor



**SIGNED** as a deed by JRC Holdings Limited acting by its

(insert full name)

ANDREW PURNELL

(insert full name)

Director

~~Director~~ [Secretary]

(signature)



(signature)

in the presence of

Witness

Keith Martin Hathaway (name)



(signature)

Address

12 Han Street  
Henley on Thames  
Oxfordshire  
Solicitor

Occupation

**SIGNED** as a deed by the Existing Companies, other than JRC Holdings Limited, acting by JRC Holdings Limited their duly authorised attorney acting by its

(insert full name)

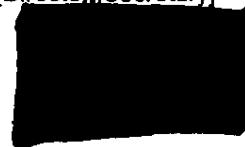
ANDREW PURNELL

(insert full name)

Director

~~Director~~ [Secretary]

(signature)



(signature)

in the presence of

Witness

Keith Martin Hathaway (name)

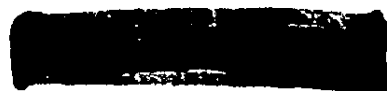
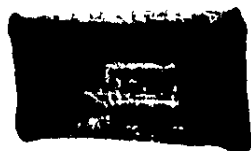


(signature)

Address

12 Han Street  
Henley on Thames  
Oxfordshire  
Solicitor

Occupation



SIGNED as a deed by Lloyds Bank plc acting by its

(insert full name)

Authorised Signatory

(signature)

in the presence of

Witness

(name)

(signature)

Address

Occupation

WITNESSES