

MR01

Particulars of a charge

662770/13

IRIS Laserform

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



What this form is for

You may use this form to register
a charge created or evidenced by
an instrument



What this form is for

You may not use this form to
register a charge with an
instrument Use for

FRIDAY



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19/07/2013

#224

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v uk

This form **must be delivered to the Registrar for registration**
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 8 3 1 4 1 8 0

Company name in full

Station Road Appledore Limited (the "Company")

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

1 5 0 7 2 0 1 3

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

Kleinwort Benson (Channel Islands) Limited

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

Please see continuation sheet.

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

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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

MR01 - continuation page

Particulars of a charge

4	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
Description	<p>In this section 4, Security Document means the deed of accession dated 15.07.2013 a certified copy of which is attached to this form MR01.</p> <p>Intellectual Property: any interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by the Company and that is material to the business or operations of the Company, or (to the extent of its interest) in which the Company has an interest that is material to the business or operations of the Company.</p> <p>Properties: all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immovable properties at the date of the security document or at any time thereafter (and from time to time) owned by the Company, including the freehold property being The Railway Hotel, Station Road, Appledore, Kent registered at the Land Registry with title number K863281, as set out in schedule 1 (<i>Properties currently owned</i>) to the Security Document</p> <p>Property Interests: all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case at the date of the Security Document or any time thereafter (and from time to time) owned or held by the Company</p> <p>Ships: none at the date of creation of the charge</p> <p>Aircraft none at the date of creation of the charge</p> <p>For more details please refer to the Security Document</p>

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Particulars of a charge

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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)

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Signature

Please sign the form here

Signature

Signature

X *Macpherson LLP*

X

This form must be signed by a person with an interest in the charge

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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 Jacob Ward (633312)

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 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



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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8314180

Charge code: 0831 4180 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2013 and created by STATION ROAD APPLIEDORE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2013.

Given at Companies House, Cardiff on 22nd July 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Save for material redacted pursuant to s.459G Companies Act 2006, this copy instrument is certified to be a correct copy of the original instrument.
Signed. *Myphases LLP*
18 07. 2013

EXECUTION VERSION

Security Deed of Accession

DATE

15 July 2013

PARTIES

- 1 **STATION ROAD APPLEDORE LIMITED** (registered number 08314180) with its registered office at 15 Regent Street, London, England SW1Y 4LR (the "Additional Chargor"), and
- 2 **KLEINWORT BENSON (CHANNEL ISLANDS) LIMITED** (registered no 52103) whose registered office is at Dorey Court, Admiral Park, St Peter Port, Guernsey GY1 3BG (the "Chargee")

BACKGROUND

- A Bacchus Partners Limited has entered into a debenture dated 28 October 2011 (the "Debenture") between the Original Chargors under and as defined in the Debenture and the Chargee
- B The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Debenture
- C The Chargee and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows

1 Definitions and Interpretation

Terms defined in the Debenture have the same meaning in this deed unless given a different meaning in this deed

2 Accession and covenant to pay

- 2.1 With effect from the date of this deed the Additional Chargor:
 - 2.1.1 will become a party to the Debenture as a Chargor, and
 - 2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor
- 2.2 The Additional Chargor hereby covenants with the Chargee that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Chargee when the same become due 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 Chargee in relation to any such Secured Liabilities or generally in respect of the Chargors.
- 2.3 Neither the covenant to pay in clause 2.2 above nor the Security Interest constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security Interest 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, the Additional Chargor with full title guarantee hereby:

- 3 1 1 grants to the Chargee, 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 Chargee, 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 Material Intellectual Property;
 - 3.1.2.6 Accounts,
 - 3 1 2 7 Goodwill and Uncalled Capital, and
 - 3 1 2.8 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 above
- 3.1.3 assigns to the Chargee 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 Chargee, 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

3 2 Floating Security

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

3 3 Leasehold Security restrictions

- 3 3 1 There shall be excluded from the Security created by this deed and by the Debenture and from the operation of clause 4 1 (*Restrictions on dealing*) of the Debenture, any Excluded Property until the relevant Condition or waiver has been excluded or obtained
- 3 3 2 For each Excluded Property, the 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 best endeavours to obtain that consent or waiver of prohibition as soon as possible,
 - 3.3.2 2 upon request, keep the Chargee 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 Chargee 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 Chargee (as trustee for the Finance Parties) under clause 3.1.1, clause 3.1.2.1 or clause 3.1.2.2 (*Fixed security*) of the Debenture as the case may be. If required by the Chargee at any time following receipt of that waiver or consent, the Additional Chargor will execute a valid fixed charge in such form as the Chargee shall require.

4 Land Registry restriction

In respect of any Property registered at the Land Registry, the 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 Kleinwort Benson (Channel Islands) Limited 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 Debenture will be read and construed for all purposes as if the 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 Debenture to this deed and similar phrases will include this deed and all references in the Debenture to schedule 2 (*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 is governed by, and shall be construed in accordance with, 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

All that freehold property being The Railway Hotel, Station Road, Appledore, Kent registered at the Land Registry with title number K863281.

Part B: Unregistered Land

SCHEDULE 2

Accounts

Part 1

Blocked Accounts

The Additional Chargor has no Accounts at the date of this deed

Part 2

Trading Accounts

The Additional Chargor has no Accounts at the date of this deed

SIGNATORIES (TO THE DEED OF ACCESSION)

EXECUTED as a **DEED** and)
DELIVERED by)
STATION ROAD APPLIEDORE LIMITED)
acting by.)

Director

In the presence of

_____ Signature of witness

_____ Name of witness

_____ Address of witness

_____ Occupation of witness

EXECUTED as a **DEED** and)
DELIVERED by **KLEINWORT BENSON**)
(CHANNEL ISLANDS) LIMITED)
acting by:)

Director

Director/Secretary

M. J. BRIGHT

M. Ekins

SIGNATORIES (TO THE DEED OF ACCESSION)

EXECUTED as a DEED and)
DELIVERED by)
STATION ROAD APPLIEDORE LIMITED)
acting by Matthew Gresham)

Director

In the presence of

_____ Signature of witness

KATE MORRISON Name of witness

_____ Address of witness

_____ Occupation of witness

EXECUTED as a DEED and)
DELIVERED by KLEINWORT BENSON)
(CHANNEL ISLANDS) LIMITED)
acting by:)

Director

Director/Secretary