



Registration of a Charge

Company name: **KENTUCKY FRIED CHICKEN (GREAT BRITAIN) LIMITED**
Company number: **00967403**



X719JVGA

Received for Electronic Filing: **08/11/2018**

Details of Charge

Date of creation: **08/11/2018**
Charge code: **0096 7403 0002**
Persons entitled: **THE CROWN ESTATE COMMISSIONERS**
Brief description: **THE FREEHOLD LAND KNOWN AS 882 TO 890 KINGSBURY ROAD,
ERDINGTON AND REGISTERED AT THE LAND REGISTRY WITH TITLE
NUMBER WM443265.**
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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GOWLING WLG (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 967403

Charge code: 0096 7403 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2018 and created by KENTUCKY FRIED CHICKEN (GREAT BRITAIN) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2018 .

Given at Companies House, Cardiff on 12th November 2018

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

DATED 8 November 2018

KENTUCKY FRIED CHICKEN (GREAT BRITAIN) LIMITED

and

THE CROWN ESTATE COMMISSIONERS

INDEMNITY

relating to

54 Granby Street Leicester

AND CHARGE

relating to

**882 to 890 Kingsbury Road,
Erdington**

THIS DEED OF INDEMNITY AND CHARGE is made the day of ^{8th} ~~11th~~ November 2018

BETWEEN

- (1) KENTUCKY FRIED CHICKEN (GREAT BRITAIN) LIMITED (Co. Regn. No.967403) whose registered office is at Orion Gate, Guildford Road, Woking, Surrey, GU22 7NJ ("KFC")
- (2) THE QUEEN'S MOST EXCELLENT MAJESTY and
- (3) THE CROWN ESTATE COMMISSIONERS of on behalf of Her Majesty acting in the exercise of the powers of the Crown Estate Act 1961 ("the Commissioners")

RECITALS

1. This deed is supplemental:
 - 1.1. first to a transfer ("**the Transfer**") of 54 Granby Street Leicester ("**54 Granby Street**") dated 2 January 2001 made between the Commissioners and KFC and all matters recited in the said transfer shall be deemed to be recited herein
 - 1.2. secondly to a Deed of Indemnity and Charge ("**the First Deed of Indemnity and Charge**") dated 2 January 2001 made between the same parties as this Deed and in the same order;and
 - 1.3. thirdly to a Deed of Indemnity and Charge ("**the Second Deed of Indemnity and Charge**") dated 8 September 2005 made between the same parties as this Deed and in the same order
2. KFC were unable to prove to the Commissioners' satisfaction that the Transfer took effect free of any unidentified estates interests trusts or rights ("**Third Party Interests**") in or in respect of 54 Granby Street
3. KFC therefore agreed at the request of the Commissioners to enter into the First Deed of Indemnity and Charge in respect of any liability on the part of the Chargee arising in connection with the Transfer by virtue of any Third Party Interests
4. KFC subsequently offered the Croydon Property (as defined below) as a suitable alternative property as security pursuant to Clause 11 of the First Deed of Indemnity and Charge in consequence of which the Commissioners released the charge created by the First Deed of Indemnity and Charge and the Second Deed of Indemnity and Charge was entered into
5. KFC has now offered the Charged Property (as defined below) as a suitable alternative property to the Croydon Property as security pursuant to Clause 11 of the Second Deed of Indemnity and Charge in consequence of which the Commissioners released the charge created by the Second Deed of Indemnity and Charge and pursuant to which this Deed of Indemnity and Charge is to be entered into

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

- 1.1. "the Charge" means the Charge created by this Deed
- 1.2. "The Charged Property" means the property specified in the Schedule below and all buildings and fixtures on it
- 1.3. "Chargee" means the Queen's Majesty and Her Successors or other the person from time to time entitled to the Charge and (so long as the Charge is held for the purposes of the Crown Estate and where the context admits) includes the Commissioners and any other person charged with the management of the Crown Estate and where any covenant is made with the Chargee it shall be made with each of Her Majesty and Her Successors and as a separate covenant with the Commissioners
- 1.4. "Commissioners" includes where the context admits the person from time to time entitled to the Charge (other than Her Majesty and Her Successors).
- 1.5. "Croydon Property" the freehold land registered with title absolute under title number SGL 537541 and known as 11-17 Church Street (also known as Crown Hill) Croydon CRO IRY
- 1.6. "Interest" means compound interest both before and after judgment at 3% per annum above the base lending rate from time to time of Barclays Bank Plc or of such other Bank as the Commissioners shall reasonably nominate from time to time
- 1.7. "the Liability Limit" means £140,000 or (if greater) the unencumbered freehold open market value at the relevant time of 54 Granby Street assessed on the assumption that the covenants in this Deed on the part of KFC have been fully observed and performed

2. KFC to make no claim

Neither KFC nor its successors in title or the owners for the time being of 54 Granby Street shall make any claim against the Chargee in respect of any Third Party Interests

3. Indemnity

KFC will on demand pay and indemnify the Chargee against any and all losses damages costs expenses liabilities and claims ("Third Party Claims") incurred or suffered by the Chargee arising directly or indirectly on or before 1 January 2051 as a result of or in connection with any Third Party Interests and for the avoidance of doubt this indemnity is in place of the similar indemnities set out the First Deed of Indemnity and Charge and the Second Deed of Indemnity and Charge which the parties acknowledge no longer have any effect or apply

4. Charge

- 4.1. KFC hereby, charges to the Chargee with full title guarantee by way of first legal mortgage all the Charged Property and all buildings and fixtures on it with payment or discharge of all money and covenants obligations and liabilities agreed to be paid or discharged by KFC under this Deed
- 4.2. KFC consents to the registration of a restriction against the whole of Title No WM 443265 in the following form:-

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by or on behalf of The Crown Estate Commissioners”

5. Power of Attorney

KFC irrevocably appoints the Commissioners as attorney to execute any document or do anything which is required for any of the purposes of this Deed or the exercise or enforcement of any of the Commissioners rights and remedies under it

6. Covenants

KFC covenants

- 6.1. to comply with all obligations in favour of the Chargee contained or referred to in the Transfer
- 6.2. not to enter into any second or subsequent charges secured on the Charged Property without the consent of the Commissioners (such consent not to be unreasonably withheld or delayed)
- 6.3. to keep the Charged Property and all ancillary service conduits in good and substantial repair and good working order and condition
- 6.4. to insure and keep insured the Charged Property for its full reinstatement value by means of a comprehensive policy of insurance with a reputable insurer and any money received under any insurance policy relating to the Property after any money has become due under this security shall at the option and absolute discretion of the Chargee be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security and if received by KFC will be held on trust for the Commissioners for this purpose
- 6.5. to punctually pay all and any outgoings associated with the Charged Property
- 6.6. not to pull down or remove the whole or any part of the Charged Property nor without the previous written consent of the Chargee not to be unreasonably withheld to make any structural alteration or addition to any building or any part of any building on the Charged Property
- 6.7. not without the previous written consent of the Chargee to create or grant any tenancy of the Charged Property except for any renewal tenancy required by any enactment in respect of any tenant occupying the Charged Property at the date hereof or any other rack rent tenancy granted in accordance with normal market practice at the relevant time
- 6.8. to pay to the Chargee on demand and on a full and indemnity basis all costs charges expenses and liabilities paid and incurred by the Chargee (whether directly or indirectly) in relation to this security and the obligations (including but without limitation the indemnity in Clause 3) and rights ancillary to or implied into it (including all commissions legal and other professional costs and fees and disbursements and VAT on them)
- 6.9. to pay to the Chargee Interest on any sum which is not paid on the date it is due

7. Claims

The Chargee shall notify KFC as soon as reasonably possible of all and any Third Party Claims notified to the Chargee or of which the Chargee becomes aware

8. Liability Limit

8.1. The total amount recoverable by the Chargee from KFC shall not exceed the Liability Limit

8.2. This Clause shall not apply to costs or interest

9. Remedies

The Chargee may enforce or have recourse to all or any remedies which may be available to them for recovery of or discharge of the money and other obligations and liabilities due and owing under this Deed and in such manner as they may think fit

10. Defective Formality

The indemnity and security constituted by this Deed shall not be discharged or affected by any failure of or defect or informality in this Deed or the Transfer or by any legal limitation disability or incapacity or lack of any powers of KFC or lack of any authority of any director or other person acting or appearing to be acting for KFC in connection with this Deed or the Transfer

11. Substitute security

If KFC shall at any time offer a suitable alternative property of similar value to the Charged Property as security and shall enter into a similar deed to this Deed in respect of such alternative property then Chargee shall release the Charge and apply to remove all restrictions, notices or charges registered at the Land Registry or Companies House relating to the Charged Property and KFC shall co-operate with the registration of a restriction notice or charge as appropriate in respect of the alternative property

12. Redemption and Effluxion

12.1. If KFC shall at any time show to the satisfaction of the Chargee by authenticated documentary evidence that 54 Granby Street is not subject to Third Party Interests the Chargee shall release the Charge and shall apply to remove all restrictions, notices or charges registered at the Land Registry or Companies House relating to the Charged Property

12.2. The Charge created by this Deed shall expire on 1 January 2051 unless redeemed earlier under 12.1 above or released earlier under clause 11 above and on the expiry of the Charge the Chargee shall apply to remove all restrictions, notices or charges registered at the Land Registry or Companies House relating to the Charged Property

13. Validity and severability

13.1. Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or

unenforceable the validity legality and enforceability of the remaining provisions shall not be affected or impaired

13.2. If this Deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to this Deed

14. Interpretation

14.1. Unless the context otherwise requires:

- (i) the singular includes the plural and vice versa
- (ii) references to persons include references to firms companies or corporations and vice versa; and
- (iii) references in the masculine gender include references in the feminine or neuter genders and vice versa

14.2. Unless the context otherwise requires the expressions "KFC" includes its successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them

14.3. All covenants charges agreements undertakings representations and warranties given or implied in this Deed by more than one person shall be deemed to have been given jointly and severally by those concerned

14.4. References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order regulation directive or code of practice made under it or associated with it

14.5. The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation

14.6. Any reference to a clause or a paragraph or a schedule is to one in this Deed so numbered or named

15. Governing law and jurisdiction

15.1. This Deed shall be governed by and construed in accordance with English law

15.2. It is irrevocably agreed for the exclusive benefit of the Commissioners that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit action or proceeding arising out of or in connection with this Deed may be brought in such courts

15.3. Nothing in this Clause shall limit the Commissioners' right to take proceedings against KFC in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not

IN WITNESS of which this Deed has been executed as a deed the day and year first above written

SCHEDULE

The Charged Property

The freehold land registered with title absolute under title number WM443265 and known as 882 to 890 Kingsbury Road Erdington

SCHEDULE

The Charged Property

The freehold land registered with title absolute under title number WM443265 and known as 882 to 890 Kingsbury Road Erdington


SIGNED as a deed by KENTUCKY FRIED)

CHICKEN (GREAT BRITAIN) LIMITED)

acting by a director and its secretary or two)

Directors:-)

)  director

)  secretary

~~for director~~

THE OFFICIAL SEAL of THE CROWN)

ESTATE COMMISSIONERS hereunto affixed)

was authenticated by:-)

SIGNED as a deed by KENTUCKY FRIED)

CHICKEN (GREAT BRITAIN) LIMITED)

.....director

acting by a director and its secretary or two)

Directors:-)

.....secretary

~~(or director)~~ *awll*

THE OFFICIAL SEAL of THE CROWN)

ESTATE COMMISSIONERS hereunto affixed)

was authenticated by:-)

Hannah Milne

HANNAH MILNE
Authorised by the Crown Estate Commissioners