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In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



Companies House

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 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](#)

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 copy must be scanned and placed on the public record.

WEDNESDAY



A05 *A39S9KSH* 11/06/2014 #233
COMPANIES HOUSE

1 Company details

Company number 07061266

Company name in full AnthonyMaker Nominee 2 Limited ✓

For official use
6
→ Filing 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 04/06/2014 ✓

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 McDonald's Restaurants 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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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

Continuation page
Please use a continuation page if you need to enter more details

Description

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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Particulars of a charge

8 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 *Russell-Cook* X

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

MRO1

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 **Matthew Hutchinson**

Company name **Russell-Cooke LLP**

Address **2 Putney Hill**

Post town **Putney**

County/Region **London**

Postcode

	S	W	1	5		6	A	B
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Country **United Kingdom**

DX **59456 Putney**

Telephone **0208 394 6502**

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7061266

Charge code: 0706 1266 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th June 2014 and created by ANTHONYMAKER NOMINEE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2014.

Given at Companies House, Cardiff on 17th June 2014



Companies House



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

ACCOUNT CHARGE

We, the undersigned, Russell-Cooke LLP of 2 Putney Hill, London SW15 6AB hereby certify the above to be a true copy of the original document.

DATE: 4th June 2014

Signed... Russell-Cooke
Date this 6 day of June 2014

PARTIES:

- (1) ANTHONYMAKER NOMINEE 1 LIMITED (incorporated and registered in England and Wales under Company Registration Number 07062053) whose registered office is at 21A Kingly Street London W1B 5QA and ANTHONYMAKER NOMINEE 2 LIMITED (incorporated and registered in England and Wales under Company Registration Number 07061266) whose registered office is at 21A Kingly Street London W1B 5QA("the Landlord") (the "Landlord")
- (2) MCDONALD'S RESTAURANTS LIMITED (registration number 1002769) whose registered office is at 11 – 59 High Road East Finchley London N2 8AW (the "Tenant")

IT IS AGREED as follows

1 Definitions

The definitions in this clause apply in this charge

"Agreement" means the agreement dated 23 May 2014 and made between the Landlord and the Tenant

"Deposit" all monies from time to time standing to the credit of the Security Account (including, but not limited to, entitlements to interest)

"Secured Liabilities" all present and future monies, obligations and liabilities owed by the Landlord to the Tenant, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with clause 3 of the Agreement or this charge

"Security Account" the separate interest bearing deposit account at account number 31540297, sort code 40-05-31 in the name of the Landlord's solicitors with HSBC Bank as that account may be renumbered or redesignated from time to time and all rights of the Landlord in relation to such account

"Security Interest" any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

"Insolvency Event" means in relation to the Landlord an Insolvency Event as defined in the Agreement

2 Charging clause

2.1 The Landlord shall, on demand, pay to the Tenant and discharge the Secured Liabilities when they become due

2.2 As a continuing security for the payment and discharge of the Secured Liabilities, the Landlord with full title guarantee charges all its right, title and interest in the Deposit to the Tenant

3 Undertaking

- 3 1 The Landlord shall not at any time, except with the prior written consent of the Tenant
- (a) create, purport to create or permit to subsist any Security Interest on or in relation to, the Deposit other than this charge,
 - (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Deposit,
 - (c) create or grant (or purport to create or grant) any interest in the Deposit in favour of a third party, or
 - (d) withdraw or transfer any part of the Deposit from the Security Account except for withdrawals to discharge the liabilities under the Agreement as provided for in the Agreement

4 **Enforcement**

4 1 The security constituted by this charge shall be immediately enforceable if any of the Secured Liabilities are not paid when due or any Insolvency Event occurs

4 2 To the extent that it is applicable, the power of sale under this charge (including any statutory power of sale) shall arise on and be exercisable at any time after the execution of this charge, but the Tenant shall not exercise such power of sale until the security constituted by this charge has become enforceable

4 3 Following this charge becoming enforceable in accordance with its terms, the Landlord shall direct the Landlord's solicitors to pay the Deposit immediately to the Tenant

5 **Appointment of receiver**

5 1 At any time after the security constituted by this charge has become enforceable, or at the request of the Landlord, the Tenant may (to the extent that it is able), without further notice

- (a) appoint any one or more persons to be a receiver of all or any part of the Deposit, and
- (b) from time to time remove any person appointed to be receiver and appoint another in his place

(Where more than one person is appointed receiver, they shall have power to act separately (unless the appointment by the Tenant specifies to the contrary))

5 2 The Tenant may fix the remuneration of any receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the receiver shall be a debt secured by this charge which shall be due and payable immediately upon its being paid by the Tenant

5 3 The powers of sale and appointing a receiver conferred by this charge shall be in addition to all statutory and other powers of the Tenant under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise

5 4 The power to appoint a receiver (whether conferred by this charge or by statute) shall be, and remain, exercisable by the Tenant despite any prior appointment in respect of all or any part of the Deposit

5 5 Any receiver appointed by the Tenant under this charge shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have the power to do all such acts and things as an absolute owner could do in the management of the Deposit

6 **Costs**

The Landlord shall pay to, or reimburse, the Tenant and any receiver within 7 days of demand, on a full indemnity basis, all properly and reasonably incurred fees, costs and expenses incurred by the Tenant and/or any receiver in relation to (i) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Tenant's or receiver's rights hereunder, or (ii) recovering or realising any of the Secured Liabilities, including interest on any amount due at the Prescribed Rate as defined in the Agreement

7 **Miscellaneous**

7 1 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this charge

7 2 The Landlord may not assign any of its rights, or transfer any of its obligations under this charge to any person

7 3 This charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment

7 4 Any release, discharge or settlement between the Landlord and the Tenant shall be deemed conditional on no payment received by the Tenant in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law

7 5 The rights and powers of the Tenant conferred by this charge are cumulative, may be exercised as often as the Tenant considers appropriate, and are in addition to its rights and powers under the general law

7 6 No act or course of conduct or negotiation by or on behalf of the Tenant shall, in any way, preclude the Tenant from exercising any right or power under this charge or constitute a suspension or variation of any such right or power

7 7 The Landlord waives any rights of set off it may have in relation to the Secured Liabilities

7 8 No delay or failure to exercise any right or power under this charge shall operate as a waiver. No single or partial exercise of any right under this charge shall prevent any other or further exercise of that or any other right

7 9 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties

7 10 This charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

8 **Liability of the Escrow Agent**

Russell-Cooke LLP (who are the solicitors for the Landlord acting as escrow agent under the Escrow Letter) shall have no liability for the secured liabilities under this Account Charge and their liability generally in relation to the Deposit shall be limited to the terms of clause 6 of the Escrow Letter

9 **Notices**

Clause 10 4 and 10 5 of the Agreement shall apply

10 **Governing law**

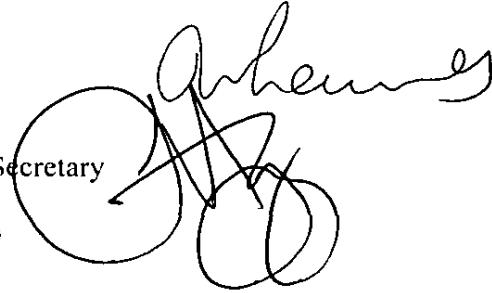
This charge and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

IN WITNESS of which this charge has been duly executed as a deed and is delivered on the date written at the beginning of this charge

EXECUTED and delivered as a DEED)
by ANTHONYMAKER 1 LIMITED)
acting by)

Director

Director/Secretary

A handwritten signature in cursive script, appearing to read 'Anthony', is written over a circular stamp. The stamp contains some illegible text and a signature. The signature is written in black ink.

EXECUTED and delivered as a DEED)
by ANTHONYMAKER 2 LIMITED)
acting by:)

Director

Director/Secretary

Executed as a deed by

MCDONALD'S RESTAURANTS LIMITED

acting by

.....

Authorised Signatory

as Attorney pursuant to a power of attorney dated 30 March 2012

in the presence of

Witness signature

Witness name

Witness address 11-59 High Road,
East Finchley, London N2 8AW