

MG01

Particulars of a mortgage or charge

191420/182



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NO**
You cannot use this for
particulars of a charge
company. To do this, p
form MG01s

TUESDAY



A41 20/09/2011 259

COMPANIES HOUSE

9

1

1 Company details

Company number 01404552

Company name in full PIZZAEXPRESS LIMITED (the "Company")

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 06/09/2011

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description DEBENTURE date 6 September 2011 between the Charging Companies and the Security Agent
(the "Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All money or liabilities due, owing or incurred to any Secured Party
by any Charging Company or any other Obligor under any Finance
Document as at 6 September 2011 or in the future (which for the
avoidance of doubt will include any amounts owing under or in
connection with Facility E), in any manner whether actual or
contingent, whether incurred solely or jointly with any other
person and whether as principal or surety, together with all
interest accruing thereon and including all liabilities in connection
with any notes, bills or other instruments accepted by any Secured
Party for or at the request of an Obligor and all losses incurred by
any Secured Party in connection therewith except for any money
or liability which, if it were so included, would cause the
infringement of section 678 of the Companies Act 2006 (the
"Indebtedness")

Continued on continuation page

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name BANK OF SCOTLAND PLC, c/o Lloyds Bank Corporate Markets

Address 150 Fountainbridge, Edinburgh, as Security Trustee

for itself and the other Secured Parties (the "Security Agent")

Postcode E H 3 9 P E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1 CHARGING CLAUSE**1 1 Fixed Charges**

Subject to the Existing Debentures, the Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 6 September 2011 and in future, from time to time owned by it or in which it has an interest.

(a) by way of legal mortgage all freehold and leasehold property (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and

(b) by way of fixed charge.

(i) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts (except for the avoidance of doubt any debt owing under the LNG Cash Collateral Account),

(v) all debts and monetary claims (other than book debts) and all rights against third parties in respect of those debts and claims,

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X

Ashurst LLP

X

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name SMARTI/470S.00380/21607647

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

Country/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

NOTE

In this Form MG01

"Agreed Security Principles" means the principles set out in schedule 9 (Agreed Security Principles) to the Senior Facilities Agreement,

"Assigned Agreements" means the Insurances and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Cash Collateral Accounts" means an account set up for the purposes of providing cash cover in accordance with clause 1 2(d) of the Senior Facilities Agreement,

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,

"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the Company set out in schedule 5 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 28 16 (Acceleration) of the Senior Facilities Agreement or the Mezzanine Facility Agent exercising any of its rights under clause 24 16 (Acceleration) of the Mezzanine Facility Agreement,

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Events of Default" means Events of Default as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Existing Debentures" means the English law debentures (a) dated 10 November 2006 between the Security Agent, the Parent and Gondola Acquisitions Limited, (b) dated 12 March 2007 between the Security Agent, Gondola Holdings Limited and the other charging companies listed therein, and (c) dated 9 April 2007 between the Security Agent, PizzaExpress Limited and the other charging companies listed therein,

"Facility Agent" means Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland);

"Facility E" means the term loan facility made available under the Senior Facilities Agreement (if any) in accordance with clause 2 2 (Availability of Facility E) thereof,

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) to the Debenture, as set out in clause 1 2 of this form,</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being,</p> <p>"Group Company" means a member of the Group,</p> <p>"Guaranteed Loan Notes" means the (a) 100 million floating rate guaranteed unsecured £1 "A" loan notes 2010 and (b) the £200 million floating rate guaranteed unsecured £1 "B" loan notes 2010 both issued by Gondola Acquisitions Limited (formerly Paternoster Acquisitions Limited),</p> <p>"Hedging Agreements" means the Hedging Agreements as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 6 September 2011 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each Group Company,</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>"LNG Cash Collateral Account" means the account secured in favour of Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) in connection with the provision of a guarantee by Bank of Scotland plc in respect of the Guaranteed Loan Notes,</p> <p>"Mezzanine Facility Agent" means Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland);</p> <p>"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 10 November 2006 and as amended and restated by an amendment and restatement agreement dated 6 September 2011 under which certain lenders have made available facilities to the Parent,</p> <p>"Mezzanine Finance Documents" means the Mezzanine Finance Documents as such term is defined in the Mezzanine Facility Agreement,</p> <p>"Mezzanine Finance Parties" means the Mezzanine Finance Parties as such term is defined in the Mezzanine Facility Agreement,</p> <p>"Nominated Account" means such account as the Security Agent may nominate,</p> <p>"Obligors" means Obligors as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>"Parent" means Gondola Finance 2 Limited (CRN 05953185),</p>	

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"Quasi-Security" has the meaning given to that term in clause 27 15 (Negative Pledge) of the Senior Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Secured Parties" means the Senior Finance Parties, the Mezzanine Finance Parties, any Receiver and any Delegate,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,

"Senior Facilities Agreement" means the facilities agreement dated 10 November 2006 and as amended and restated by an amendment and restatement agreement dated 6 September 2011 under which certain lenders have made facilities available to, among others, Gondola Acquisitions Limited as Principal Borrower,

"Senior Finance Parties" means the Senior Finance Parties as such term is defined in the Senior Facilities Agreement;

"Senior Finance Documents" means the Senior Finance Documents as such term is defined in the Senior Facilities Agreement,

"Subsidiary" means a subsidiary and a subsidiary undertaking within the meaning of sections 736 and 258 of the Companies Act 1985 respectively; and

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Debenture, as set out in schedule 3 hereto

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts (except for the avoidance of doubt the LNG Cash Collateral Account),

(vii) all its Intellectual Property,

(viii) all rights and interest in the Hedging Agreements,

(ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(x) its goodwill and uncalled capital, and

(xi) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Agreements

1 2 Floating Charge

Subject to the Existing Debentures, as further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of floating charge all its assets as at 6 September 2011 and in future not effectively charged by way of fixed charge under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above (except for the avoidance of doubt the LNG Cash Collateral Account) or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below

1 3 Security Assignment

(a) Subject to the Existing Debentures, as further security for the payment of the Indebtedness, Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company promptly re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct).

(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements and the Security Agent shall not exercise any such rights or deal with such title or interests until the occurrence of a Declared Default

1 4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Debenture

1 5 Automatic Conversion of Floating Charge

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

2 FURTHER ASSURANCE

2 1 General

(a) Subject to the Agreed Security Principles and any Security, notice or instruction that has been entered into or is to be entered into pursuant to the Existing Debentures, the Company shall at its own expense, promptly following request by the Security Agent, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,

(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture; and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture.

(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture

(c) Any security document required to be executed by the Company under clause 5 1 of the Debenture, as set out in this clause 2 1 will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULES

SCHEDULE 1

Charging Companies

Name	Registered Number
Gondola Acquisitions Limited	05926957
Gondola Holdings Limited	05566787
Gondola Investments Limited	04836955
Gondola Finance Limited	04992210
Riposte Limited	04836963
ASK Central Limited	03084650
ASK Restaurants Limited	02792998
PizzaExpress Limited	01404552
PizzaExpress Merchandising Limited	03285834
PizzaExpress (Restaurants) Limited	02805490
PizzaExpress (Wholesale) Limited	02813728
PizzaExpress Holdings Limited	07501525
Byron Hamburgers Limited	07228130

SCHEDULE 2

Details of Properties

Registered Land

None as at 6 September 2011

Unregistered Land

None as at 6 September 2011

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares
PizzaExpress Limited	PizzaExpress (Restaurants) Limited	2 ordinary shares of £1
PizzaExpress Limited	PizzaExpress (Wholesale) Limited	2 ordinary shares of £1
PizzaExpress Limited	PizzaExpress Merchandising Limited	2 ordinary shares of £1
PizzaExpress Limited	Al Rollo Limited	1,000 ordinary shares of £1



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1404552
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6
SEPTEMBER 2011 AND CREATED BY PIZZAEXPRESS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY
SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 20 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES