

MG02

Statement of satisfaction in full or in part of mortgage or charge



✓ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

✗ **What this form is NOT for**
You cannot use this form to
a statement of satisfaction in
or in part of a fixed charge for
company registered in Scotland.
do this, please use form MG01.

FRIDAY



LD7 22/01/2010 121
COMPANIES HOUSE

1 Company details

Company number 2 3 9 5 3 6 2

Company name in full Harry Ramsden's Limited (the "Charging 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 Creation of charge

Date charge created d1 d7 m1 m2 y2 y0 y0 y9

Description ① Debenture made between the Charging Company and
others in favour of Mizuho Corporate Bank, Ltd.

Date of registration ② d2 d3 m1 m2 y2 y0 y0 y9

- ① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'.
- ② The date of registration may be
confirmed from the certificate.

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders.

Name Mizuho Corporate Bank, Ltd. (in its capacity as

Address Security Agent for the Beneficiaries)

Bracken House, One Friday Street

Postcode E C 4 M 9 J A

Name

Address

Postcode

Name

Address

Postcode

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

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4**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

In this Section 4, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG02 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG02 are set out at the end of the Continuation Pages to this Section 4.

The Continuation Pages to this Section 4 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:

PART 1**Particulars of property mortgaged or charged**

1. The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned to the Security Agent:
 - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
 - (b) all its rights, title and interest from time to time in respect of any Structural Intra-Group Agreements; and
 - (c) all its rights, title and interest from time to time in respect of any Intra-Group Loans.

5**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full.

☐ In part.

① Please tick one box only.

6**Signature**

Please sign the form here.

Signature

Signature

X*Clifford Chance 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. The contact information you give will be visible to searchers of the public record.

Contact name Nicola Mathiason 910484

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have completed the charge details in Section 2.
- ☒ [x] You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☒ [x] You have completed the short particulars of the property mortgaged or charged.
- ☒ [x] You have confirmed whether the charge is to be satisfied in full or in part.
- ☒ [x] You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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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2. The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums. charged to the Security Agent by way of fixed charge:
 - (i) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it;
 - (ii) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (iii) all Specified Investments which are its property at the Debenture Date, including all proceeds of sale derived from them;
 - (iv) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (v) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments;
 - (vi) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments;
 - (vii) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;
 - (viii) all its goodwill and uncalled capital for the time being;
 - (ix) [intentionally left blank]
 - (x) all other Intellectual Property belonging to it at the Debenture Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;

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- (xi) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xii) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xiii) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xiv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (ix) to (xiii) inclusive of this paragraph;
- (xv) [intentionally left blank]
- (xvi) any other financial indebtedness in excess of £675,000 created after the date of the First Accession Deed owed to it from time to time by any member of the Group;
- (xvii) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xviii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under paragraph 1 of Part I of this Section 4;
- (xix) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;
- (xx) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future;
- (xxi) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture;
- (xxii) all moneys at any time standing to the credit of any Cash Collateral Account; and

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(xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3. **Creation of floating charge:** The Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of paragraph 1 above or charged by any fixed charge contained in paragraph 2 above, including any Assets comprised within a charge which is reconverted under Clause 4.4 (Reconversion); and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security Interest over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (Negative pledge and other restrictions) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document).

PART II

Covenants and Restrictions contained in the Debenture

4. By Clause 6.1 (Collection Account), upon the occurrence of a Declared Default, the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.

5. By Clause 7 (Negative Pledge and other restrictions) the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):

(a) create or permit to subsist any Security Interest, or any Quasi-Security, on any of its Assets; or

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(b) save for Permitted Disposals or a Permitted Reorganisation, dispose of any of its Fixed Security Assets.

6. By Clause 12.1 (*Negative covenants*) the Charging Company agreed that it shall not, after a Declared Default, without the prior written consent of the Security Agent, other than as expressly permitted by the Finance Documents:

(a) sell, assign, lease, license, sub-license or grant any interest in the Specified Intellectual Property and the rights and causes of action associated with them, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Specified Intellectual Property except in the ordinary course of business;

(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Specified Intellectual Property on the occurrence or non-occurrence of any future event or circumstance whatever except in the ordinary course of business; or

(c) amend the specification of registered trade mark included in the Specific Intellectual Property except in the ordinary course of business.

PART III

Definitions

In this Form MG02 the following expressions have the following meanings respectively set out below:

"Account Bank" means Mizuho Corporate Bank, Ltd. acting through its branch at Bracken House, One Friday Street, London EC4M 9JA or such other bank as the Security Agent may from time to time specify;

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them;

"Beneficiary" means each Senior Finance party and each Hedging Lender and each Third Party Ancillary Provider;

"Borrower" has the meaning given to that term in the Senior Facilities Agreement;

"Cash Collateral Account" means an account (bearing interest at a rate comparable to similar accounts maintained with comparable balances by corporate customers) with a Senior Finance Party in the name of a Borrower;

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- (a) identified as such in writing to the Security Agent;
- (b) subject to a first ranking fixed security interest in favour of the Senior Finance Parties; and
- (c) from which withdrawals may only be made (subject to the terms of the Intercreditor Agreement) to pay a Finance Party amounts due and payable in respect of which deposits were made to that account;

"Chargor" means each company named below and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor:

- (a) SSP Financing Limited;
- (b) SSP Financing UK Limited;
- (c) Select Service Partner UK Limited;
- (d) Harry Ramsden's Limited;
- (e) Cretegame Limited;
- (f) Rail Gourmet UK Limited;
- (g) Rail Gourmet UK Holdings Limited;
- (h) O.B.S Services Limited; and
- (i) SSP Asia Pacific Holdings Limited;

"Collection Account" means in relation to the Charging Company, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (Collection Account);

"Debenture Date" means 17 December 2009;

"Declared Default" means the Facility Agent first exercising its rights under Clause 17.2 (Acceleration) of the Senior Facilities Agreement;

"Derivative Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments;

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"Facility Agent" means Mizuho Corporate Bank, Ltd. and includes any successor agent appointed pursuant to the Senior Facilities Agreement at any time;

"Finance Document" means each Senior Finance Document and each Third Party Ancillary Document and each Hedging Agreement;

"Financial Indebtedness" has the meaning given to that term in the Senior Facilities Agreement;

"First Accession Deed" means the deed of accession and charge dated 13 October 2006 between the companies listed therein as new chargors, SSP Financing Limited and the Security Agent;

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*);

"Group" means the Charging Company and its Subsidiaries for the time being;

"Group Member" has the meaning given to that term in the Senior Facilities Agreement;

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement;

"Hedging Lender" has the meaning given to that term in the Intercreditor Agreement;

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time;

"Intercreditor Agreement" means the intercreditor agreement dated 15 June 2006 as amended and restated on 12 June 2007 and on or about the Debenture Date and as further amended and/or restated from time to time and made between Mizuho Corporate Bank, Ltd. as Security Agent, Mizuho Corporate Bank, Ltd. as Senior Agent, Term A Lenders, the Term B1 Lenders, the Term B2 Lenders, the banks, financial institutions, trusts, funds and other entities named in Schedule 1 (*Hedging Lenders*) (if any) as Hedging Lenders, the banks, financial institutions, trusts, funds and other entities named in Schedule 2 (*Third Party Ancillary Providers*) (if any) as Third Party Ancillary Providers, the banks, financial institutions, trusts, funds and other entities named in Schedule 3 (*Ancillary A Lenders*) (if any) as Ancillary A Lenders, the banks, financial institutions, trusts, funds and other entities named in Schedule 4 (*Term B3 Lenders*) (if any) as Term B3 Lenders, the banks, financial institutions, trusts, funds and other entities named in Schedule 5 (*Ancillary B Lenders*) (if any) as Ancillary B Lenders,

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SSP Group Limited (formerly known as Sapling Holdco 1 Limited) as the Parent, the entities named in Schedule 6 (Investors) as Investors and the other Obligors named in Schedule 7 thereof (each term as defined therein);

"Intellectual Property" means patents and patent applications, trade and service marks and applications (and goodwill associated with such applications), brand and trade names, copyrights and rights in the nature of copyright, design rights, registered designs and applications for registered designs, trade secrets, know-how and all other intellectual property rights throughout the world and all rights under any agreements relating to the use or exploitation of any such rights;

"Intra Group Loans" means the intra-group loan of £1,000,576 made between the Charging Company as lender and Select Service Partner UK Limited as borrower;

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Obligor" means an Obligor under and as defined in the Senior Facilities Agreement;

"Permitted Disposal" has the meaning given to that term in the Senior Facilities Agreement;

"Permitted Reorganisation" has the meaning given to that term in the Senior Facilities Agreement;

"Permitted Security" has the meaning given to that term in the Senior Facilities Agreement;

"Proceeds Sharing Deed" means the agreement dated on or about the Debenture Date and made between, inter alia, the Parent, those Term B1 Lenders that have agreed to enter into such agreement, the Term B2 Lenders and the Term B3 Lenders (each term as defined in the Senior Facilities Agreement);

"Quasi-Security" means a transaction where a Group Member:

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- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re acquired by an Obligor or any other Group Member;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;

"Receivables" in relation to the Charging Company, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*);

"Relevant Proceeds Sharing Deed Amounts" means together the First B2 Amount, the First B1 Amount, and the Second B1 Amount (each term as defined in the Proceeds Sharing Deed);

"Restructuring Structure Memorandum" has the meaning given to that term in the Senior Facilities Agreement;

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document: and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents,

but only including, in respect of amounts owed under the Proceeds Sharing Deed, the Relevant Proceeds Sharing Deed Amounts to the extent that these amounts have become due and payable under the Proceeds Sharing Deed and are not solely contingent liabilities;

"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, security assignment or other security interest or any other agreement, trust or arrangement having a similar effect;

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"Senior Facilities Agreement" means the senior facilities agreement dated 15 June 2006 as amended and restated on 12 June 2007 and on or about the Debenture Date and as further amended and/or restated from time to time between, amongst others, SSP Financing Limited and certain of its subsidiaries as Borrowers and Guarantors and the Arrangers, the Original Lenders, Mizuho Corporate Bank, Ltd. as Facility Agent, and Mizuho Corporate Bank, Ltd. as Security Agent (each term as defined therein);

"Senior Finance Documents" means the Senior Facilities Agreement, each Security Document, the Intercreditor Agreement, the Investor Side Letter, the Hedging Letter, the Ancillary Documents, each Accession Document, each Transfer Certificate, each Assignment Agreement, the Ancillary B Fee Letter, each Ancillary B/Term B3 Lender Accession Document, the Fees Letter, the Amendment Agreement, the Debt Modification Deed, the Proceeds Sharing Deed, the Co-ordinating Committee Letter, the EQT voting Rights Letter, the Assignment and Assumption Agreement and any other document designated as a "Senior Finance Document" by the Facility Agent and SSP Financing Limited (each term as defined in the Senior Facilities Agreement);

"Senior Finance Parties" means the Arrangers, the Refinancing Arranger, the Facility Agent, the Security Agent, the Lenders, each Fronting B Ancillary Lender, each Fronted Ancillary B Lender and "Senior Finance Party" means any of them (each term as defined in the Senior Facilities Agreement);

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time:

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its Subsidiary undertaking if in section 1162(2) (a) of the 2006 Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) the Charging Company has deposited certificates with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee;

"Structural Intra-Group Agreements" means the agreements, in the agreed form, made between Group Members under which loans were or are made by Group Members as detailed in the Structure Memorandum and the Restructuring Structure Memorandum;

"Structure Memorandum" has the meaning given to that term in the Senior Facilities Agreement;

"Subsidiary" means, in relation to a person, an entity of which that person owns directly or indirectly more than 50% of the share capital or has the power to direct the management and policies of that person whether through the ownership of shares, contract or otherwise;

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"Third Party Ancillary Document" has the meaning given to that term in the Intercreditor Agreement; and

"Third Party Ancillary Provider" has the meaning given to that term in the Intercreditor Agreement.