

MR05



Statement that part or the whole of the property
charged (a) has been released from the charge
(b) no longer forms part of the company's property

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 statement that part or the
whole of the property charged
has either (a) been released from
the charge or (b) no longer forms
part of the company's property

☐ **What this form is for**
You may not use this form to
register this statement if the
company is a Limited Liability
Partnership (LLP). Use form LL



k

1

Company details

Company number

Company name in full
(the "Company")



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

When was the charge created?
► Before 06/04/2013 Complete Part A and Part C
► On or after 06/04/2013 Complete Part B and Part C

1. Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1

Charge creation date

Please give the date of creation of the charge ²
Charge creation date

2. Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced
Instrument description

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

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A3

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>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 12 March 2007 and future, from time to time owned by it or in which it has an interest,</p> <p>1 Fixed Charges</p> <p>By way of first fixed charge all the Subsidiary Shares and Investments and all corresponding Distribution Rights</p> <p>2. Floating Charge</p> <p>As further security for the payment of the Indebtedness, the Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 12 March 2007 and in the future not effectively charged by way of first fixed charge under clause 3 (Fixed Charges) of the Debenture, as set out at clause 1 above</p> <p>3 Further Assurance</p> <p>(a) Subject to the Agreed Security Principles, 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))</p> <p>(1) 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,</p> <p>(11) 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</p>	

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ¹

				-					-			
--	--	--	--	---	--	--	--	--	---	--	--	--

¹ **Charge code**

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Cease or release

Please tell us about the property or undertaking

Part of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☒ has been released from the charge and no longer forms part of the company's property or undertaking

► Go to Section C2

or

All of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking

► Go to Section C3

C2

Description of assets or property ¹

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets or property

The entire issued share capital of Byron Hamburgers Limited (company number 07228130) (the "Shares") (and all warrants, options and other rights to subscribe or acquire any of the Shares) and all Distribution Rights (as defined in the Debenture) arising out of or in connection with the Shares

¹ This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

Continuation page

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

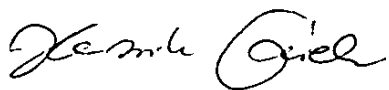
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C3**Details of the person delivering this statement and their interest in the charge**


	Please give the name of the person delivering this statement									
Forename(s)	The Bank of Scotland PLC									
Surname										
	Please give the address of the person delivering this statement									
Building name/number	Level 7									
Street	155 Bishopsgate									
Post town	London									
County/Region										
Postcode	E	C	2	M		3	Y	B		
	Please give the person's interest in the charge (e.g. chargor/chargee etc)									
Person's interest in the charge	Chargee									


C4**Signature**


	Please sign the form here									
Signature	Signature									
	X									X


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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	Chloe Iddeson
Company name	Freshfields Bruckhaus Deringer LLP
Address	65 Fleet Street
London	
England	
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000

 Checklist
We may return forms completed incorrectly or with information missing.
Please make sure you have remembered the following:
<input type="checkbox"/> The company name and number match the information held on the public Register
Part A Charges created before 06/04/2013
<input type="checkbox"/> You have given the charge date
<input type="checkbox"/> You have completed the Description of instrument and Short particulars in Sections A2 and A3
Part B Charges created on or after 06/04/2013
<input type="checkbox"/> You have given the charge code
Part C To be completed for all charges
<input type="checkbox"/> You have ticked the appropriate boxes in Section C1
<input type="checkbox"/> You have given a description of assets or property released from the charge (if appropriate)
<input type="checkbox"/> You have given the details of the person delivering this statement in Section C3
<input type="checkbox"/> 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,
Second Floor, The Linnenhall, 32-38 Linnenhall 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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A3

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>(111) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture</p> <p>(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</p> <p>(c) Any security document required to be executed by the Company under clause 5.1 of the Debenture, as set out in this clause 3, will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture</p> <p>4 Negative Pledge and Disposal Restrictions</p> <p>The Company may not</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,</p> <p>(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</p> <p>(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.</p> <p>SCHEDULES</p> <p>Schedule 1 Charging Companies</p> <p>Gondola Holdings Limited (Registered Number 5566787) Gondola Investments Limited (Registered Number 4836955) Gondola Finance Limited (Registered Number 4992210) Riposte Limited (Registered Number 4836963)</p>	

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>ASK Central Limited (Registered Number 3084650) ASK Restaurants Limited (Registered Number 2792998)</p> <p>Schedule 2 Subsidiary Shares</p> <p>Charging Company Riposte Limited Subsidiary ASK Central Limited Number and class of shares 101,265,600 Ordinary Shares of £0.05 each</p> <p>Defined Terms</p> <p>Agreed Security Principles means the principles set out in schedule 9 (Agreed Security Principles) of the Senior Facilities Agreement,</p> <p>Charged Property means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,</p> <p>Charging Companies means the Parent, each of the companies listed in schedule 1 of 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,</p> <p>Company means Riposte Limited,</p> <p>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),</p> <p>Facility Agent means The Governor and Company of the Bank of Scotland plc as facility agent of the other Senior Finance Parties,</p>

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Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

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) of the Senior Facilities Agreement, Finance Documents means the Senior Finance Documents and the Mezzanine Finance Documents,

Group means the Parent and each of its Subsidiaries for the time being,

Group Company means a member of the Group,

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 a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

Mezzanine Facility Agent means the Mezzanine Facility Agent as defined in the Mezzanine Facility Agreement,

Mezzanine Facility Agreement means the mezzanine facility agreement dated 10 November 2006 as amended by an amendment letter dated 13 December 2006 and as amended and restated by a mezzanine amendment and restatement agreement dated 5 February 2007 under which certain lenders have made available certain facilities to the Parent,

Mezzanine Finance Documents means the Mezzanine Finance Documents as defined in the Mezzanine Facilities Agreement,

Mezzanine Finance Parties means the Mezzanine Finance Parties as defined in the Mezzanine Facility Agreement,

Obligors means Obligors as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,

Parent means Gondola Finance 2 Limited (formerly known as Paternoster Finance 2 Limited), a company incorporated in England and Wales with registered number 5953185,

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Principal Borrower means Gondola Acquisitions Limited (formerly Paternoster Acquisitions Limited), a company incorporated in England and Wales with registered number 5926957,</p> <p>Quasi Security has the meaning given to that term in clause 27 15 (Negative Pledge) of the Senior Facilities Agreement,</p> <p>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,</p> <p>Secured Parties means the Senior Finance Parties and the Mezzanine Finance Parties,</p> <p>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,</p> <p>Security Accession Deed means a deed executed by a Group Company substantially in the form set out in schedule 7 of the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p>Senior Facilities Agreement means the facilities agreement dated 10 November 2006 as amended by an amendment letter dated 13 December 2006 and a second amendment letter dated 21 December 2006 and as amended and restated by senior amendment and restatement agreements dated 5 February 2007 and 5 March 2007 respectively, under which certain lenders have made available certain facilities to Gondola Acquisitions Limited (formerly known as Paternoster Acquisitions Limited) as Principal Borrower,</p> <p>Senior Finance Documents means the Senior Finance Documents as defined in the Senior Facilities Agreement,</p> <p>Senior Finance Parties means the Senior Finance Parties as defined in the Senior Facilities Agreement,</p> <p>Subsidiary means a subsidiary and a subsidiary undertaking within the meaning of sections 736 and 258 of the Companies Act 1985 respectively, and</p>	

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Please give the short particulars of the property or undertaking charged

Short particulars

Subsidiary Shares means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 of the Debenture, as set out in schedule 2 hereto.