

# MG06

Particulars of a charge subject to which property has  
been acquired

V27765/13

Oyez

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 charge subject to  
which property has been acquired

☐ **What this form is NOT for**  
You cannot use this form if you  
submitting particulars of a charge  
subject to which property has been  
acquired for a company registered  
in Scotland. To do this, please use  
form MG06s

WEDNESDAY



\*L7V4ETGE\*

LD7

20/04/2011

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COMPANIES HOUSE

<b>1 Company details</b>		For official use
Company number	0 5 5 6 6 7 8 7	<b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Gondola Holdings Limited	
<b>2 Date of the instrument (if any) creating or evidencing the charge</b>		
Date of the instrument (if any)	d 1 2 m 0 3 y 2 0 0 7	
<b>3 Description of the instrument (if any) creating or evidencing the charge</b>		
Description	1 Please give a description of the instrument, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge', etc. as the case may be	
Debenture dated 12 March 2007 between the Charging Companies and the Security Agent (the <b>Debenture</b> )  Unless otherwise defined herein all capitalised terms shall have the meaning given to them in section 7 of this form		
<b>4 Date of acquisition of the property which is subject to the charge</b>		
d 0 4 m 0 4 y 2 0 1 1		
<b>5 Amount secured</b>		
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 12 March 2007 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 151 of the Companies Act 1985 (the <b>Indebtedness</b> )	

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<b>6</b>	<b>Mortgagee(s) or person(s) entitled to the charge</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	The Bank of Scotland PLC (formerly the Governor and	
Address	Company of the Bank of Scotland) (the <b>Security Agent</b> )	
	Level 7, 155 Bishopsgate, London	
Postcode	<div>E</div> <div>C</div> <div>2</div> <div>M</div> <div></div> <div>3</div> <div>Y</div> <div>B</div>	
Name		
Address		
Postcode	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	
Name		
Address		
Postcode	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	

  

<b>7</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see continuation pages for short particulars and defined terms	

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### Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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 866)

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### Signature

Please sign the form here

Signature

Signature

X Freshfields Bruckhaus Berger 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

Jon Evans

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



## 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 deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><i>Gondola Holdings Limited (05566787)</i></p> <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><b>1 Fixed Charge</b></p> <p>By way of first fixed charge all the Subsidiary Shares and Investments and all corresponding Distribution Rights,</p> <p><b>2 Floating Charge</b></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><b>3 Further Assurance</b></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> <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>(continuation page 1 of 5)</p>

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7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><i>Gondola Holdings Limited (05566787)</i></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><b>4 Negative Pledge and Disposal Restrictions</b></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,</p> <p>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><b>Schedule 1</b> 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) ASK Central Limited (Registered Number 3084650) ASK Restaurants Limited (Registered Number 2792998)</p> <p><b>Schedule 2</b> Subsidiary Shares Charging Company Riposte Limited Subsidiary ASK Central Limited Number and class of shares 101,265,600 Ordinary Shares of £0 05 each</p> <p>(continuation page 2 of 5)</p>

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7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><i>Gondola Holdings Limited (05566787)</i></p> <p><b>Defined Terms:</b></p> <p><b>Agreed Security Principles</b> means the principles set out in schedule 9 (Agreed Security Principles) of the Senior Facilities Agreement;</p> <p><b>Charged Property</b> means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,</p> <p><b>Charging Companies</b> 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><b>Company</b> means Riposte Limited,</p> <p><b>Distribution Rights</b> 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><b>Facility Agent</b> means The Governor and Company of the Bank of Scotland plc as facility agent of the other Senior Finance Parties,</p> <p><b>Facility E</b> 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,</p> <p><b>Finance Documents</b> means the Senior Finance Documents and the Mezzanine Finance Documents,</p> <p><b>Group</b> means the Parent and each of its Subsidiaries for the time being,</p> <p><b>Group Company</b> means a member of the Group,</p> <p>(continuation page 3 of 5)</p>

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7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><i>Gondola Holdings Limited (05566787)</i></p> <p><b>Investment</b> 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);</p> <p><b>Mezzanine Facility Agent</b> means the Mezzanine Facility Agent as defined in the Mezzanine Facility Agreement,</p> <p><b>Mezzanine Facility Agreement</b> 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,</p> <p><b>Mezzanine Finance Documents</b> means the Mezzanine Finance Documents as defined in the Mezzanine Facilities Agreement;</p> <p><b>Mezzanine Finance Parties</b> means the Mezzanine Finance Parties as defined in the Mezzanine Facility Agreement;</p> <p><b>Obligors</b> means Obligors as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p><b>Parent</b> means Gondola Finance 2 Limited (formerly known as Paternoster Finance 2 Limited), a company incorporated in England and Wales with registered number 5953185,</p> <p><b>Principal Borrower</b> means Gondola Acquisitions Limited (formerly Paternoster Acquisitions Limited), a company incorporated in England and Wales with registered number 5926957,</p> <p><b>Quasi Security</b> has the meaning given to that term in clause 27 15 (Negative Pledge) of the Senior Facilities Agreement,</p> <p><b>Receiver</b> 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><b>Secured Parties</b> means the Senior Finance Parties and the Mezzanine Finance Parties,</p> <p><b>Security</b> 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>(continuation page 4 of 5)</p>



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7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><i>Gondola Holdings Limited (05566787)</i></p> <p><b>Security Accession Deed</b> 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><b>Senior Facilities Agreement</b> 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><b>Senior Finance Documents</b> means the Senior Finance Documents as defined in the Senior Facilities Agreement,</p> <p><b>Senior Finance Parties</b> means the Senior Finance Parties as defined in the Senior Facilities Agreement,</p> <p><b>Subsidiary</b> means a subsidiary and a subsidiary undertaking within the meaning of sections 736 and 258 of the Companies Act 1985 respectively, and</p> <p><b>Subsidiary Shares</b> 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.</p> <p>(continuation page 5 of 5)</p>



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

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

**COMPANY NO. 5566787**

**CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE FOR 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 SECURED ON THE PROPERTY ACQUIRED BY  
GONDOLA HOLDINGS LIMITED ON THE 4 APRIL 2011 WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 20 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 APRIL 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES