

MG01

Particulars of a mortgage or charge



17 2217/20

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

You cannot use
particulars of a c
company To do
form MG01s

SATURDAY



please
gov uk

1

Company details

Company number

5 8 2 6 4 6 4

Company name in full

Tasty plc (**Chargor**)

3

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

Date of creation of charge

Date of creation

d0 d9 m0 m5 y2 y0 y1 y2

3

Description

Description

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

A debenture made between the Chargor, Took Us a Long Time Limited (**Guarantor**) and the
Lender (as defined in section 5 below) (**Debenture**)

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Amount secured

Amount secured

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

All monies and liabilities on or after the date of the Debenture due
owing or incurred by any Chargor to the Lender whatsoever in any
manner and in any currency or currencies and whether present or
future, actual or contingent, whether incurred solely or jointly with any
other person and whether as principal or surety, together with all
interest accruing on such monies and liabilities and all costs, charges
and expenses incurred by the Lender in respect of those monies or
liabilities (**Secured Obligations**)

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	Barclays Bank PLC (Lender)
Address	1 Churchill Place
	London
Postcode	E 1 4 5 H P
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

All Security created by the Chargor under the Debenture over the assets described below was granted with full title guarantee in respect of all the right, title and interest (if any), on or after the date of the Debenture of the Chargor in and to each of the assets

1 First legal mortgages

The Chargor charged by way of first legal mortgage the Properties and all Fixtures on each of the Properties

2 Assignments

The Chargor assigned

(a) the Relevant Agreements to which it is a party, and

(b) the Relevant Policies to which it is a party

3 First fixed charges

The Chargor charged by first fixed charge

(a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3.2 of the Debenture (reproduced as paragraph 1 above)) and, in each case, the Premises and the Fixtures on each such property,

(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,

cont/d

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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

Nil

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 Adleshaw Goddard 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 **PARKJB (1173-1050)**

Company name **Addleshaw Goddard LLP**

Address **100 Barbirolli Square**

Post town **Manchester**

County/Region

Postcode **M 2 3 A B**

Country

DX **14301 Manchester**

Telephone **0161 934 6000**



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property,</p> <p>(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,</p> <p>(e) the Subsidiary Shares together with all Related Rights,</p> <p>(f) the Investments together with all Related Rights,</p> <p>(g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),</p> <p>(h) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person,</p> <p>(i) all its Intellectual Property,</p> <p>(j) all its goodwill and uncalled capital,</p> <p>(k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and</p> <p>(l) to the extent that any assignment in clause 3 3 (Assignments) of the Debenture (reproduced as paragraph 2 above) is ineffective as an assignment, the assets purported to be subject to such assignment</p>	
	<p>4 Floating charge</p> <p>The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clause 3 2 (First legal mortgage), clause 3 3 (Assignments) or clause 3 4 (First fixed charges) of the Debenture (reproduced as paragraphs 1, 2 and 3 of this form MG01)</p> <p>Note 1: Crystallisation of floating charge</p> <p>The Lender may, at any time, convert the floating charge created under clause 3 5 (Floating charge) of the Debenture (reproduced as paragraph 4) into a fixed charge as regards any</p>	
	cont/d	

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Short particulars

Floating Charge Asset, by giving notice to the Chargor in the circumstances specified in clause 3.7 of the Debenture

In addition, the floating charge created in clause 3.5 of the Debenture (reproduced as paragraph 4 above) will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in paragraph (c) below, over all of the Floating Charge Assets if (unless permitted in writing by the Lender or expressly permitted under the terms of any Finance Document)

- (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

Note 2: Negative pledge

The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets unless it is Permitted Security (as defined in the Facility Agreement)

In this form the following terms shall have the following meanings

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Facility Agreement means the facility agreement between the Chargor, the Guarantor and the Lender and dated 09 May 2012 under which the Lender agrees to make available to the Chargor a revolving credit facility

Finance Document means each of the Facility Agreement, each Security Document, each Utilisation Request, the Hedging Strategy Letter and any other document designated as a Finance Document by the Lender and any Obligor (as each such term is defined in the Facility Agreement unless otherwise defined in this form)

Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on that Secured Property

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Short particulars	<p>Floating Charge Asset means all the assets and undertaking from time to time subject to the floating charge created under clause 3 5 (Floating charge) of the Debenture (reproduced as paragraph 4 above)</p> <p>Intellectual Property means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may now or in the future subsist) <p>Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee</p> <p>Properties means the properties described in schedule 2 (Property) of the Debenture (reproduced as Schedule 1 below)</p> <p>Related Rights means, in respect of any Investment or Subsidiary Share</p> <ul style="list-style-type: none"> (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise) (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and (c) all rights derived from or incidental to that Investment or Subsidiary Share <p>cont/d</p>

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Relevant Agreement means

- (a) each Hedging Agreement (as defined in the Facility Agreement) and
- (b) each other agreement designated as a Relevant Agreement by the Chargor and the Lender in writing

Relevant Policies means, in respect of the Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Secured Asset means, in respect of the Chargor, all of the assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Lender

Secured Property means, at any time, the Property and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture

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

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 and any company which would be a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 but for any security subsisting over the shares in that company from time to time

Subsidiary Shares means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 1 (Subsidiary Shares) of the Debenture (reproduced as Schedule 2 below))

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Schedule 1

Property

Address	Title Number(s)	Proprietor
Unit A2, Chancerygate Business Centre, Eldon Way, London NW10 7SF	NGL875487	Took Us A Long Time Limited
3 Heath Street London NW3 6TP	NGL892866	Took Us A Long Time Limited
First Floor Premises, 1 & 1A Hampstead Lane, London N6 4RS	NGL842339	Took Us A Long Time Limited
Part of 1A Hampstead Lane, London, N6 4RS	NGL824311	Took Us A Long Time Limited
32 Charlotte St, London W1H 1HP	NGL820786	Took Us A Long Time Limited
99-101 Mount Pleasant Road, Tunbridge Wells TN1 1QG	K899387	Took Us A Long Time Limited
2B More London Riverside, London SE1 2AP	TGL280880	Took Us A Long Time Limited
Ground Floor and Basement 154 Gloucester Road SW7 4TD	BGL62175	Took Us A Long Time Limited
37-41 Earl Street, Maidstone, Kent ME14 1PF	K918800	Took Us A Long Time Limited
8-9 Jewry Street, Winchester SO23 8RZ	HP689315	Took Us A Long Time Limited

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56-62 Wilton Road, London SW1V held under a lease dated 26 October 2007 and made between (1) Vitcorp Limited (2) Took Us A Long Time Limited and (3) Tasty plc for a term of 15 years from 26 October 2007 to 25 October 2022 to be registered at the Land Registry with its own title number and as a lease on the register of the superior title number LN180265	Not registered yet	Took Us A Long Time Limited
Unit A, Building 700-800, Avebury Boulevard, Milton Keynes and Seating Area At Building, 700-800 Avebury Boulevard, Milton Keynes	BM333199 BM333200	Took Us A Long Time Limited
The Packhorse, 1 West Common, Gerrards Cross, SL9 7QN	BM339646 BM338869	Took Us A Long Time Limited
Unit 1, 168 High Street, Hornchurch RM12 6AF	EGL557335	Took Us A Long Time Limited
Units 13-15 The Meadows, 42-47 High Street, Chelmsford, Essex CM2 6FD	EX852770	Tasty PLC
275-277 High Road, Loughton, IG10 1AH	EX867313 EX543356	Tasty PLC
94 High Street, Billericay CM12 9BT	EX637093	Tasty PLC
The Old Bear, Riverhill, Cobham KT11 3DX	SY770672	Tasty PLC
Unit 22-23, Jubilee Place, Bank Street, Canary Wharf, London	AGL241826	Tasty PLC
Ground Floor Premises, 261 High Street Epping CM16 4BP	EX871954	Tasty PLC
182-188 Shaftesbury Avenue, London WC2 8JB	NGL758083	Tasty PLC
10/11 Sheep Street, Stratford upon Avon CV37 6EF	WK434639	Tasty PLC
White Lion, 9 High Street, Market Harborough, LE16 7NJ	LT441793	Tasty PLC
Ground Floor Premises, 27-28 Bridge Street, Cambridge CB2 1UJ	CB296449	Tasty PLC

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God Begot House, 101 High Street, Winchester SO23 9AH	HP707980	Tasty PLC
15 and 17 High Street, Ely, Cambridgeshire CB7 4LQ held under a lease dated 13 February 2012 and made between Tasty PLC (1) and D&A (2068) Limited and D&A (2069) Limited (2) for a term of 25 years to be registered at the Land Registry with its own title number and as a lease on the register of the superior title number CB123780	Not yet registered	Tasty PLC
basement and ground Floor, 35-36 Bow Street London held under a) a lease dated 15 July 1999 and made between Wayresult Limited (1) and Farmer Brown Limited (2) for a term of 25 years from 15 July 1999 to 14 July 2024 and b) a lease dated 23 February 2012 made between Great Woods Limited (1) and Tasty plc (2) for a term of 10 years from 15 July 2024 to 14 July 2034 to be registered at the Land Registry with its own title number and as a lease on the register of the superior title number NGL775906	Not yet registered	Tasty PLC

Schedule 2

Subsidiary Shares

Name and registered number of Subsidiary

Number and class of shares

Took Us A Long Time Limited

2,774 387 ordinary shares of £1 each

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5826464
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 MAY 2012
AND CREATED BY TASTY PLC FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY CHARGOR TO
BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 19 MAY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MAY 2012

