

MG01

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Particulars of a mortgage or charge

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 NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

MONDAY



LD3 *LRZRBHXR*

01/03/2010

83

COMPANIES HOUSE

Company details

Company number

0 7 1 3 9 1 7 0

Company name in full

LT Pub Support Services Limited (the "Chargor")

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 *

Date of creation of charge

Date of creation

1 9 0 2 2 0 1 0

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

A debenture (the "Debenture") dated 19 February 2010 entered into between the Chargor and LT Pub Management Limited (the "Secured Party")

Amount secured

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

Amount secured

All obligations owing to the Secured Party by the Chargor on any account, at any time, whether present or future, actual or contingent (and whether incurred by the Chargor alone or jointly, and whether as principal or surety or in some other capacity) including, without limitation, all obligations of the Chargor under, in respect of or in connection with the Facility Agreement (the "Secured Obligations").

Please see continuation sheets for further definitions

Continuation page

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

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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 LT Pub Management Limited

Address 31 Haverscroft Industrial Estate, New Road

Attleborough, Norfolk

Postcode N R 1 7 1 Y E

Name

Address

Postcode

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

Please see continuation sheets attached

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Particulars of a mortgage or charge

	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 <ul style="list-style-type: none">- 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	

	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 866) 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 870). 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	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px; text-align: center;">X <i>Jones Day</i> X</div> 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
JP013510/CBK

Company name
Jones Day

Address
21 Tudor Street

London

Post town

County/Region

Postcode
E C 4 Y O D J

Country

DX
DX 67 London/Chancery

Telephone
020 7039 5959

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,
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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 PAYMENT OF SECURED OBLIGATIONS</p> <p>1 1 The Chargor has covenanted with the Secured Party that it shall on demand of the Secured Party discharge all Secured Obligations when due and payable provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law</p> <p>2 FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE</p> <p>2 1 Fixed Charges</p> <p>2 1 1 The Chargor has charged with full title guarantee in favour of the Secured Party as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)</p> <p>(a) the Real Property, (b) the Tangible Moveable Property, (c) the Accounts, (d) the Intellectual Property, (e) any goodwill and rights in relation to the uncalled capital of the Chargor, (f) the Investments, (g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and (h) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture</p> <p>2 2 Assignments</p> <p>2 2 1 The Chargor has assigned and agreed to assign absolutely with full title guarantee to the Secured Party as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)</p> <p>(a) the proceeds of any Insurance Policy and all Related Rights, and (b) all its rights, title and interests in and to any other contract, instrument, deed, receivable, chose in action or other agreement</p> <p>2 3 Floating Charge</p> <p>2 3 1 The Chargor with full title guarantee has charged in favour of the Secured Party as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor</p> <p>2 3 2 The floating charge created by paragraph 3 3 1 of the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Debenture in favour of the Secured Party as security for the Secured Obligations</p> <p>2 3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 3 3 (Floating Charge) of the Debenture</p>	

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 FURTHER ASSURANCE

3 1 Further Assurance: General

3 1 1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in clause 6 1 2 of the Debenture

3 1 2 The Chargor has agreed that it shall promptly at its own cost enter into a Mortgage over any Real Property and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Secured Party may reasonably specify (and in such form as the Secured Party may reasonably require in favour of the Secured Party or its nominee(s))

(a) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights,

(b) to confer on the Secured Party security over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture and each Mortgage, and/or

(c) to facilitate the realisation of the Charged Property

3 2 Necessary Action

The Chargor has agreed that it 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 Secured Party by or pursuant to the Debenture and any Mortgage

3 3 Consents

The Chargor has agreed that it shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Secured Party) as soon as possible any consents necessary including any consent necessary for any Mortgage to enable the assets of the Chargor to be the subject of an effective fixed charge or assignment pursuant to clause 3 (Fixed Charges, Assignments and Floating Charge) of the Debenture and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Secured Party

3 4 Implied Covenants for Title

The obligations of the Chargor under the Debenture and any Mortgage shall be in addition to the covenants for title deemed to be included in the Debenture and any Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994

4 NEGATIVE PLEDGE AND DISPOSALS

4 1 Negative Pledge

The Chargor has undertaken that it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than pursuant to the Debenture or any Mortgage

4 2 No Disposal of Interests

The Chargor has undertaken that it shall not (and shall not agree to) at any time during the subsistence of the Debenture or any Mortgage, except as expressly permitted by clause 7 or clause 1 9 of the Debenture

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Short particulars	<p>(a) execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property,</p> <p>(b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property,</p> <p>(c) (i) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (ii) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Secured Party to exercise any of the Collateral Rights, or</p> <p>(d) assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Secured Party, or the credit balance standing to any such Account shall be capable of assignment or other disposal</p> <p>5 REPRESENTATIONS</p> <p>5 1 The Chargor has made the following representations and warranties to the Secured Party and acknowledged that the Secured Party has relied upon those representations and covenants</p> <p>5 1 1 it is the absolute legal and beneficial owner of all the Charged Property free from any Security (other than any Security created pursuant to the Debenture or any Mortgage), and</p> <p>5 1 2 it has not sold or granted (or agreed to sell or grant) any right of pre-emption over, or any lease or tenancy of or otherwise disposed of, the benefit of its right, title and interest in and to any of the Charged Property</p> <p>6 POWER OF ATTORNEY</p> <p>6 1 Appointment and Powers</p> <p>6 1 1 The Chargor by way of security has irrevocably appointed the Secured Party and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for</p> <p>(a) carrying out any obligation imposed on the Chargor by the Debenture or any other agreement binding on the Chargor to which the Secured Party is party (including the execution and delivery of any Mortgages, deeds, charges, assignments or other security and any transfers of the Charged Property), and</p> <p>(b) enabling the Secured Party and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to the Debenture or any Mortgage or by law (including, after the occurrence of a Default, the exercise of any right of a legal or beneficial owner of the Charged Property)</p> <p>6 2 Ratification</p> <p>The Chargor has agreed that it shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers</p> <p>7 EFFECTIVENESS OF SECURITY</p> <p>7 1 Continuing Security</p> <p>7 1 1 The Security created by or pursuant to the Debenture and any Mortgage shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Secured Party</p> <p>7 1 2 No part of the security from time to time intended to be constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured</p>

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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

Obligations

7.2 Cumulative Rights

The security created by or pursuant to the Debenture and any Mortgage and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Secured Party (whether in its capacity as trustee or otherwise) over the whole or any part of the Charged Property shall merge into the security constituted by the Debenture and any Mortgage.

8 DEFINITIONS

"Account" means any account opened or maintained by the Chargor with the Secured Party or any other person (and any replacement account or subdivision or sub-account of that account), the debt or debts represented thereby and all Related Rights.

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Secured Party by or pursuant to the Debenture and any Mortgage.

"Collateral Rights" means all rights, powers and remedies of the Secured Party provided by or pursuant to the Debenture or any Mortgage or by law.

a "Default" will occur if any of the Secured Obligations are not paid in full when due and payable.

"Facility Agreement" means the £125,000 facility agreement entered into between (1) the Secured Party and (2) the Chargor and dated on or about the date of the Debenture.

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest.

"Intellectual Property" means 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, the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means

- (a) any stocks, shares (including, without limitation, the Shares), debentures, securities and certificates of deposit,
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor).

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with clause 6 (Further Assurance) of the Debenture substantially in the form of Schedule 3 (Form of Legal Mortgage) of the Debenture.

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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	<p>"Real Property" means</p> <p>(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 of the Debenture, if any), and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and includes all Related Rights</p> <p>"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset</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>"Shares" means all of the shares in the share capital of any company held by, to the order or on behalf of the Chargor at any time</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7139170
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19
FEBRUARY 2010 AND CREATED BY LT PUB SUPPORT
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE 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 1 MARCH 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2010



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**