

MG01

Particulars of a mortgage or charge

643580/117



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

Please return
via
CH London Counter

☒ **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
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



LD9 28/09/2011 29
COMPANIES HOUSE

1	Company details	1 5 6 For official use
Company number	0 1 9 3 4 3 6 6	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Paramount Limited (the Chargor)	
2	Date of creation of charge	
Date of creation	d2 d2 m0 m9 y2 y0 y1 y1	
3	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 supplemental security, accession and confirmation deed dated 22 September 2011 and made between (1) the Chargor (2) the Security Providers and (3) The Royal Bank of Scotland plc (the Deed)	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	All monies, obligations and liabilities now or hereafter due, owing or incurred by it to the Finance Parties under or pursuant to the Finance Documents, when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Senior Finance Parties or any of them or purchased or otherwise acquired by any of them, denominated in Sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever (the Secured Liabilities) Capitalised terms not defined on this page are defined on the MG01 continuation page at paragraph 4	

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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

Name

The Royal Bank of Scotland plc

Address

10th Floor, 280 Bishopsgate, London

Postcode

E C 2 M 4 R B

Name

Address

Postcode

Continuation page

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

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

See the MG01 Continuation Sheet attached

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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 *SVR Jentou UK 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	Olivia Ashurst (Ref 70001 00477)
Company name	SNR Denton UK LLP
Address	One Fleet Place
Post town	London
County/Region	Greater London
Postcode	E C 4 M 7 W S
Country	England
DX	DX 242
Telephone	020 7246 7011



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>1 Confirmatory Charge</p> <p>The Chargor, with full title guarantee, in favour of the Security Trustee (as trustee for the Finance Parties), hereby respectively charged on the terms set out in the relevant Charging Clause of the relevant Security Documents its assets as more specifically referred to in the relevant Security Documents and upon the terms contained in the relevant Security Documents as continuing security for the payment and discharge of the Secured Liabilities</p> <p>2 Continuing Security</p> <p>2.1 Continuing Security</p> <p>The security interests created by the Security Documents shall continue in full force and effect as supplemented by the Deed</p> <p>2.2 Other Security</p> <p>The security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Trustee and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Liabilities, and this security may be enforced against the Chargor without first having recourse to any other rights of the Security Trustee or any other Secured Party</p> <p>3 Nature of Security created</p> <p>The Security created under the Deed was created</p> <ul style="list-style-type: none"> (a) as a continuing security to secure the payment and discharge of the Secured Liabilities, (b) in favour of the Security Trustee as trustee for the Finance Parties, and (c) with full title guarantee <p>4 Definitions</p> <p>Charging Clause means in respect of each Security Document listed in Schedule 2 to this Form MG01, the clause number(s) set out in the column entitled "Charging Clause" opposite the relevant Security Document</p> <p>Finance Documents has the meaning given to it in the Senior Facility Agreement</p>	

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Short particulars	<p>Finance Parties means the Agent, the Arranger, the Joint Lead Arranger, the Security Trustee, a Lender, a Hedge Counterparty or the Ancillary Lender (each as defined in the Senior Facilities Agreement)</p> <p>Secured Party means each Finance Party from time to time, any Receiver or Delegate (each as defined in the Senior Facility Agreement)</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 Documents means any and all of the documents listed in Schedule 2 of this Form MG01</p> <p>Security Providers means any and all of the parties listed in Schedule 1 of this Form MG01 and any other company which becomes a party to the Deed in such a capacity pursuant to a supplemental deed</p> <p>Security Trustee means The Royal Bank of Scotland plc of 280 Bishopsgate, London, EC2M 4RB, or such other person who may be appointed Security Trustee</p> <p>Senior Facility Agreement means senior facilities agreement originally dated 28 September 2006 made between among others, the Chargor and The Royal Bank of Scotland plc as amended and restated from time to time including but not limited to on 22 September 2011</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 1 – The Security Providers

Name of Security Provider	Jurisdiction of incorporation	Registration number (or equivalent, if any)
Chez Gerard Restaurants Limited	England	07656817
Paramount Holdings Limited	England	05938858
Craftbutton Limited	England	04905213
Paramount Acquisitions Limited	England	05938866
Paramount Restaurants Limited	England	05155347
Groupe Chez Gerard Restaurants Limited	England	02006409
Caffé Uno Brasseries Limited	England	05622071
Smile Restaurants Limited	England	06636676

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Short particulars

Schedule 2 – The Security Documents

	Date	Security Document	Security Providers	Charging clause(s)
1	28 September 2006	Debenture	Paramount Holdings Limited Paramount Acquisitions Limited Craftbutton Limited Caffé Uno Brasseries Limited Paramount Limited Paramount Restaurants Limited Groupe Chez Gérard Restaurants Limited	3 and 4
2	13 July 2009	Deed of Confirmation re debenture at 1 above	Caffé Uno Brasseries Limited	3
3	17 July 2009	Debenture	Chez Gerard Restaurants Limited Smile Restaurants Limited Paramount Holdings Limited Paramount Acquisitions Limited Craftbutton Limited Paramount Limited Paramount Restaurants Limited Groupe Chez Gérard Restaurants Limited	3 and 4

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	Date	Security Document	Security Providers	Charging clause(s)
			Caffe Uno Brasseries Limited	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1934366
CHARGE NO. 156**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY,
ACCESSION AND CONFIRMATION DEED DATED 22
SEPTEMBER 2011 AND CREATED BY PARAMOUNT LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE FINANCE PARTIES 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 28 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER
2011

CC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES