

MG01

Particulars of a mortgage or charge

649311152



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

FRIDAY



A15

"A12DIRWI"

10/02/2012

COMPANIES HOUSE

#233

For official use

1

Company details

Company number

0 2 1 7 7 9 3 1

Company name in full

Living Ventures Restaurants Limited
(the "Borrower")

16

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

d3 d0 m0 m1 y2 y0 y1 y2

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

Legal charge (incorporating the Commercial Charge Conditions (2007 Edition) attached thereto
(the "Conditions")) (the "Charge") dated 30 January 2012 executed by the Borrower in favour of
Bank of Scotland plc ("BoS")

4

Amount secured

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

Amount secured

- 1 The Borrower agreed to pay to BoS the Secured Liabilities (as defined below) when BoS demands in writing,
- 2 The Borrower will pay to BoS Interest (as defined below) upon the Secured Liabilities in accordance with the Facility Letter (as defined below) or any other agreement dealing with the payment of interest upon the Secured Liabilities,
- 3 The Borrower will pay interest to BoS both before and after
 - (a) BoS has demanded repayment of all or any part of the Secured Liabilities, and
 - (ii) any other facility made available or obligation undertaken by BoS to or for the Borrower,

(cont)

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 Bank of Scotland plc

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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

- 1 The Borrower with full title guarantee charged to BoS as security for the Secured Liabilities
 - 1 1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,
 - 1 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
 - 1 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Charge;
 - 1 4 by way of assignment the Rental Sums (as defined below) together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities,
 - 1 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Charge, and
 - 1 6 in relation to the Company, by way of floating charge all unattached plant, machinery, chattels and goods as at the date of the Charge or at any time thereafter on or in or used in connection with the Property or the business or undertaking conducted at the Property,
- 2 In the Charge, the Borrower agrees with BoS
 - 2 1 not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of BoS) without the prior written consent of BoS, and
 - 2 2 not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of BoS,

(cont)

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7 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

None

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)

9 Signature

Please sign the form here

Signature

Signature

X  RTOMM 9th February 2012 X
FOR AND ON BEHALF OF PANNONE LLP

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



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 Richard Cowan

Company name Pannone LLP

Address 123 Deansgate

Post town Manchester

County/Region

Postcode M 3 2 B U

Country

DX 14314 Manchester 1

Telephone 0161 909 3000



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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) BoS has obtained any judgment for the repayment of all or any part of the Secured Liabilities, and</p> <p>3 In this form MG01, the following words shall have the following meanings</p> <p>"Borrower" means any and every person who is referred to in the Charge as the Borrower and also</p> <p>(i) the Borrower's successors and personal representatives, and</p> <p>(ii) any person who claims any estate, right or interest from or through the Borrower in the Secured Liabilities owed by the Borrower,</p> <p>"Charge" means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to BoS,</p> <p>"Expense" or "Expenses" mean the total of the following</p> <p>(i) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower,</p> <p>(ii) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by BoS or the Receiver of their powers under the Conditions,</p> <p>(iii) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property,</p> <p>together with Value Added Tax upon such sums where appropriate,</p> <p>"Facility Letter" means any letter or other document addressed to the Borrower by BoS setting out the basis upon which BoS will make a Loan to the Borrower, and includes any revision or amendment to, or substitution for or variation or novation of such letter or document,</p> <p>"Interest" means any sum of money payable to BoS by way of interest upon the Secured Liabilities,</p> <p>"Loan" means both</p> <p>(i) any sum of money lent by BoS to the Borrower, whether by way of a loan or by way of an overdraft, and</p> <p>"Owner" means any and every person (whether the Borrower or otherwise) who has granted a Charge to BoS as security for the Secured Liabilities and also</p> <p>(i) the Owner's successors and personal representatives, and</p> <p>(ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge,</p> <p style="text-align: right;">(cont)</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Property" means the leasehold property charged to BoS by the Charge and being known as Unit 3A Quayside, Newcastle Upon Tyne, NE1 3DX forming all or part of the property registered at The Land Registry under Title Number TY316333 and described in the lease dated 2 January 1996 made between (1) Baycrest Limited (2) City Centre Restaurants (UK) Limited and (3) City Centre Restaurants PLC, as security for the repayment of the Secured Liabilities together with any other assets or rights charged by the Charge,</p> <p>"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Charge in respect of the Owner or of any or part of the Property, and</p> <p>"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surely (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in BoS and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="312 338 1034 369">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="312 392 1426 454">3 At any time after BoS has demanded the repayment of the Secured Liabilities or following a request by the Borrower or the Owner, and insofar as the law allows, BoS may</p> <p data-bbox="312 486 951 517">(a) appoint a Receiver over all or part of the Property,</p> <p data-bbox="312 548 1465 611">(b) exercise all of the powers conferred upon it as mortgagee by the Law of Property Act 1925 as extended or varied by the Conditions,</p> <p data-bbox="312 642 1493 889">(c) take possession of the Property (and in so doing shall be deemed to be the agent of the Owner) and to the extent that they are not charged by the Owner in the Charge BoS may at the expense of the Owner and as the agent of the Owner remove, store, preserve, sell or otherwise dispose of any moveable items and any livestock at the Property without being liable to the Owner for any loss in connection with such disposal and BoS will pay the net proceeds of sale of such movable items and livestock (after payment of any costs incurred in connection with such removal, storage, preservation and disposal) to the Owner on his demand and in the case of an individual BoS shall not have the right to retain or to set off such proceeds of sale against the Secured Liabilities,</p> <p data-bbox="312 920 1503 983">(d) retire all bills or notes which are under discount with BoS and to which the Borrower is a party in any capacity without any deduction,</p> <p data-bbox="312 1014 1503 1261">4 Section 103 of the Law of Property Act 1925 shall not apply to the Charge, and the Charge shall become immediately capable of being enforced and the power of sale and other powers conferred on mortgagees by that Act (as extended or varied by the Conditions) shall arise and become exercisable without the restrictions contained in that Act at any time after the date of the Charge provided that BoS will not exercise such powers until it has demanded the repayment of the Secured Liabilities or a Receiver or administrator has been appointed but this provision shall not affect anyone acquiring any interest in the Property from BoS or put him upon enquiry as to whether or not such demand has actually been made,</p> <p data-bbox="312 1292 1453 1355">5 The restriction on the right of consolidating mortgages which is contained in Section 93 of the Law of Property Act 1925 shall not apply to the Charge,</p> <p data-bbox="312 1386 1436 1480">6 Any agreements, charges and undertakings given or implied by more than one person in the Charge or the Conditions shall be assumed to have been given jointly and severally by all such persons, and</p> <p data-bbox="312 1512 1461 1695">7 In this form MG01, "Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2177931
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 30
JANUARY 2012 AND CREATED BY LIVING VENTURES
RESTAURANTS LTD FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND
PLC 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 10
FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY
2012

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES