

# MG01

## Particulars of a mortgage or charge

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### 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  
particulars of a charge  
company To do this,  
form MG01s

WEDNESDAY



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26/10/2011

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COMPANIES HOUSE

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uk

<b>1 Company details</b>		<b>3</b> For official use
Company number	0 5 7 8 6 1 6 3	<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	Underdog Restaurants Limited (the "Company")	
<b>2 Date of creation of charge</b>		
Date of creation	02 01 2010	
<b>3 Description</b>		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	Debenture (the "Charge")	
<b>4 Amount secured</b>		
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	All or any money and liabilities which shall from time to time (and whether on or at any time after demanded) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in the Bank and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Bank rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relating to this Charge (the "Secured Liabilities")	
		<b>Continuation page</b> Please use a continuation page if you need to enter more details

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<b>5</b>		<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
		Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Bank of Scotland plc (Company No. SC327000)		
Address	whose registered office is The Mound, Edinburgh (the "Bank")		
Postcode	E	H	1 1 Y Z
Name			
Address			
Postcode			


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

<b>6</b>		<b>Short particulars of all the property mortgaged or charged</b>	
		Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Company with Full Title Guarantee charges and mortgages to the Bank as a continuing security for the payment and discharge on demand of the Secured Liabilities -</p> <p>1 By way of legal mortgage all estates or interests in the freehold and leasehold property described in the schedule to the Charge 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</p> <p>2 By way of fixed charge</p> <p>2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Charge (other than any property charged in terms of paragraph 1 above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,</p> <p>2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,</p> <p>2 3 the benefit of all other agreements relating to which the Company is or may become party or otherwise entitled,</p> <p>2 4 all plant and machinery of the Company now or in the future attached to property which is charged by this paragraph 2,</p> <p>2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,</p> <p>2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charge by paragraph 2 5 above, whether by way of dividend, distribution, interest or otherwise,</p> <p>2 7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to fixed charge assets (including all money payable under such contracts and policies),</p> <p>2.8 all rights and interest and claims under all other insurance or assurance contracts of policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them )</p> <p>Please see Continuation Sheet 1</p>		

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

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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).</p> <p>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).</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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

Madlen Evans

Company name

Dundas & Wilson LLP

Address

6th Floor, Northwest Wing

Bush House

Aldwych

Post town

London

County/Region

Postcode

W

C

2

B

4

E

Z

Country

DX

127 LDE Chancery Lane

Telephone

0207 759 5732



### 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](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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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>2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application thereof, such rights,</p> <p>2 10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph 2 9 above but owned by others,</p> <p>2 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,</p> <p>2 12 all present and future book debts of the Company,</p> <p>2 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under paragraph 2 7 or 2 8 above or arising on fluctuating accounts with other group companies),</p> <p>2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,</p> <p>2 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);</p> <p>2 16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this paragraph 2, and</p> <p>2 17 all the Company's goodwill and uncalled capital for the time being.</p> <p>3 By way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Charge, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 2 1 above)</p> <p>4 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)</p> <p>4 1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and</p> <p>4 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Charge,</p> <p>5 To the extent that any such right, title and interest as is referred to in paragraph 4 above is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.</p> <p>Please see Continuation Sheet 2</p>	

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Particulars of a mortgage or charge



6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>6 Any mortgage, fixed charge or other fixed security created by the Company in favour of BoS shall have priority over the floating charge created by this Debenture, except insofar as BoS shall declare otherwise whether at or after the time of the time of such fixed security</p> <p>7 BoS may at any time, by notice to the Company, immediately convert the floating charge created under paragraph 3 above into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge -</p> <p>7 1 in respect of any Assets which become subject to any step by any third party to take a fixed charge,</p> <p>7 2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,</p> <p>7 3 in respect of all Assets charged under paragraph 3 above if and when the Company ceases to carry on business or to be a going concern, and</p> <p>7 4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company</p> <p>8 Paragraph 7 above will not apply</p> <p>8 1 to any Asset situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion, and/ or</p> <p>8 2 solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000</p> <p>9 The Company will not without the prior written consent of BoS -</p> <p>(i) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS), or</p> <p>(ii) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or</p> <p>(iii) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset</p> <p>Please see continuation sheet 3</p>	

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6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>10 The Company applies to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company in the following terms</p> <p>"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of the Bank of Scotland plc referred to in the Charges Register or, if appropriate, signed on behalf of such proprietor by its authorised signatory"</p> <p>11 The obligation on the part of BoS to make further advances to the Company is deemed to be incorporated in this Charge and the Company applies to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company.</p> <p>12 This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security</p> <p>13. Definitions</p> <p>"Assets" means the whole of the property (including uncalled capital) which is or may from time to time be comprised in the property and undertaking of the Company.</p> <p>"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by paragraph 2, 3, 4, 5 or (with effect from the date of its creation) any security created pursuant to Clause 2 11 of the Charge</p> <p>"Receiver" means an administrative receiver, receiver or manager or other receiver appointed pursuant to this Charge in respect of the Company or over all or any of the Assets charged by or pursuant to this Charge</p>	



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

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

**COMPANY NO. 5786163  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 OCTOBER  
2011 AND CREATED BY UNDERDOG RESTAURANTS LIMITED  
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 26 OCTOBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 NOVEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*27*