

# MG01

## Particulars of a mortgage or charge



165427/39

### 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

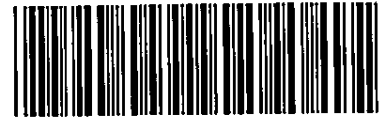
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland.



#### What this form is NOT

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

MONDAY



A22 14/12/2009 21  
COMPANIES HOUSE

<b>1 Company details</b>		For official use
Company number	0 6 4 0 3 2 5 3	→ 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	Ego Group Limited	
<b>2 Date of creation of charge</b>		
Date of creation	d0 d1 m1 m2 y2 y0 y0 y9	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.		
Description	Guarantee and Debenture	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge.		
Amount secured	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Charging Company to the Lender under the Finance Documents together with:  (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;  (continued on continuation page)	<b>Continuation page</b> Please use a continuation page if you need to enter more details.

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### Amount secured

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

Amount secured

(b) any further advances and additional facilities which may be made by the Lender to any Charging Company under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;

(c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents;

(d) any claim against any Charging Company flowing from the recovery by any Charging Company of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise;

(e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings; and

(f) all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights against any Charging Company.

(together the "**Secured Liabilities**")

Where:

**"Charging Companies"** means the Parent and each of Ego Restaurants Holdings Limited (registered number 06425958) and Ego Restaurants Limited (registered number 03684077) and **"Charging Company"** will be construed accordingly;

**"Ego"** means Ego Restaurants Limited, a company incorporated in England and Wales (Registered Number 03684077) whose registered office is at 4th Floor, Huntingdon House, Princess Street, Bolton BL1 1EJ;

**"Facility Agreement"** means the facility agreement dated 1 December 2009 between Ego and the Lender;

**"Finance Documents"** means the Facility Agreement, the Guarantee and Debenture and any other document designated as a "Finance Document" by the Parent and the Lender;

**"Lender"** means Lloyds TSB Development Capital Limited, a company incorporated in England and Wales with limited liability (Registered Number 01107542), whose registered office is at One Vine Street, London W1J 0AH; and

**"Parent"** means Ego Group Limited, a company incorporated in England and Wales with limited liability (Registered Number 6403253) having its registered office at 4th Floor, Huntingdon House, Princess Street, Bolton BL1 1EJ.

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## Particulars of a mortgage or charge

### 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 Lloyds TSB Development Capital Limited

Address One Vine Street

London

Postcode W 1 J 0 A H

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

#### Mortgages and Charges

Each Charging Company charges with full title guarantee with the payment and discharge to the Lender of all the Secured Liabilities:

(a) by way of first fixed charge all its estates and interests in any freehold or leasehold property at the date of the Guarantee and Debenture or at any time thereafter belonging to it together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

(b) by way of first fixed charge all its plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or at any time thereafter owned by it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment;

(c) by way of first fixed charge the Shares owned by it;

(d) by way of first fixed charge all its Investment Interests;

(e) by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to it including, for the avoidance of any doubt, the Specified Intellectual Property Rights;

(continued on continuation page)

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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

(f) by way of first fixed charge its goodwill and uncalled capital both present and future;

(g) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future;

(h) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with any bank, lender, financial institution or similar third party and the debt or debts represented thereby, other than any such balances to the extent effectively assigned to the Lender under the Guarantee and Debenture;

(i) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Lender under the Guarantee and Debenture; and

(j) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Lender under the Guarantee and Debenture.

#### Assignments

(a) Each Charging Company assigns with full title guarantee absolutely to the Lender as security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to:

- (i) the Acquisition Documents;
- (ii) the Insurance Policies; and
- (iii) the Specified Accounts.

(b) To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all proceeds received by such Charging Company under the Acquisition Documents, the Insurance Policies or the Specified Accounts (as the case may be) as security for the Secured Liabilities.

#### Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Guarantee and Debenture.

#### Negative Pledge

Each Charging Company covenants in the Guarantee and Debenture that (without the prior consent of the Lender) it shall not:

(continued on continuation page)

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### Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
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Please give the short particulars of the property mortgaged or charged.

**Short particulars**

(a) create (or permit to subsist) any Security over all or any part of its present or future revenues or assets, except for any Permitted Security; or

(b) sell, lease, transfer or otherwise dispose of (by one or more transactions or series of transactions whether related or not) the whole or any part of its revenues or assets.

**Set-off**

The Lender may set-off any matured obligation due from any Charging Company under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to any Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

Where:

**"Acquisition Documents"** means the Acquisition Documentation as defined in the Subscription Agreement;

**"Insurance Policies"** means the insurance policies (including, for the avoidance of doubt, the Keyman Policy) in which a Charging Company may have an interest;

**"Investment Interests"** means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments thereafter owned by any Charging Company or held for or on behalf of a Charging Company in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto;

**"Keyman Policy"** means the keyman life assurance policy taken out or to be taken out by the Parent in respect of James Horler and in an amount not less than £500,000;

*(continued on continuation page)*

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

#### Short particulars

**"Permitted Security"** means:

(a) the composite guarantee and debenture dated 26 March 2008 between the Charging Companies and James Horler (as security trustee for the Secured Parties (as defined therein) in respect of certain secured 10% A2 loan notes 2014 issued by the Parent);

(b) the composite guarantee and debenture dated 26 March 2008 between the Charging Companies and Lloyds TSB Development Capital Limited (as security trustee for the Secured Parties (as defined therein) in respect of certain secured 10% B loan notes 2014 issued by the Parent);

(c) the composite guarantee and debenture dated 26 March 2008 between the Charging Companies and Lloyds TSB Development Capital Limited (as security trustee for the Secured Parties (as defined therein) in respect of certain secured 10% A1 loan notes 2014 issued by the Parent);

(d) the composite guarantee and debenture dated 19 September 2008 between the Charging Companies and the Lender in respect of the facility agreement between Ego and the Lender dated 19 September 2008;

(e) the composite guarantee and debenture dated 19 September 2008 between the Charging Companies and James Horler in respect of a facility agreement between Ego and James Horler dated 19 September 2008; and

(f) any other security granted by the Charging Companies with the prior written consent of the Lender;

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

**"Shares"** means 100 Ordinary shares of £1.00 each in the capital of Ego Restaurants Holdings Limited held by the Parent together with all rights, including dividends and other distributions, arising in relation thereto in any manner whatsoever;

**"Specified Accounts"** means any current, deposit or other account with any bank, lender, financial institution or similar third party that may at any time be designated in writing as a Specified Account by the Lender;

*(continued on continuation page)*

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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

**"Specified Intellectual Property Rights"** means any and all intellectual property rights owned by a Charging Company as at 1 December 2009 and detailed in Schedule 4 to the Guarantee and Debenture and any and all intellectual property rights owned by a Charging Company in the future; and

**"Subscription Agreement"** means the subscription agreement and shareholders agreement dated 26 March 2008 between, among others, James Horler, John Barnes and Lloyds TSB Development Capital Limited relating to its investment in the Parent.

Terms defined in Part 4 of this Form MG01 have the same meaning as those used in this Part 6 of this Form MG01.

# MG01

## Particulars of a mortgage or charge

### 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

Not applicable

### 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 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).

### 9 Signature

Please sign the form here.

Signature

Signature

X *Dickson Minto*

X

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 C. McHale (E121/001/Ego Grp)

Company name Dickson Minto W.S.

Address 16 Charlotte Square

Post town Edinburgh

County/Region

Postcode E H 2 4 D F

Country Scotland

DX DX 199 Edinburgh

Telephone 0131 225 4455



### 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)



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

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

**COMPANY NO. 6403253  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 1 DECEMBER 2009 AND CREATED BY EGO GROUP  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH CHARGING COMPANY TO LLOYDS TSB  
DEVELOPMENT CAPITAL LIMITED 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 14 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER  
2009

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES