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A/A

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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 company. To do this, please use form MG01s

SATURDAY



A03 21/08/2010 121
COMPANIES HOUSE

1 Company details For official use

Company number	0	6	4	8	1	1	1
Company name in full	W Richardson & Co Limited (Company)						

→ **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	d1	d8	m0	m8	y2	y0	y1	y0
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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: Composite Guarantee and Debenture between, amongst others, Company and Endless LLP as security trustee (Debenture)

4 Amount secured

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

Amount secured: All monies, debts and liabilities from time to time due, owing or incurred by the Company to the Finance Parties (other than in their capacity as shareholders of a Chargor or any holding company of that Chargor) of any kind and in any currency (whether incurred alone or jointly with another, whether actual or contingent, and whether as principal or surety), including any monies, debts and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in a Finance Party and the charges, commission, Costs and Interest of the Finance Parties (Secured Liabilities).

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

MG01

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	Endless LLP (Security Trustee)	
Address	3 Whitehall Quay, Leeds, West Yorkshire	
Postcode	L S 1 4 B F	
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	<p>1 CHARGE</p> <p>The Company with full title guarantee charged to the Security Trustee as a continuing security for the discharge on demand when due of the Secured Liabilities:</p> <p>1.1 by way of fixed charge by way of legal mortgage, the Scheduled Property (of which there are none) and all Rights relating to the Scheduled Property,</p> <p>1.2 by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Company (not otherwise effectively mortgaged in the Security Trustee's favour by clauses 3.1 of the Debenture (as set out in clause 1.1 above) and all Rights relating to it,</p> <p>1.3 by way of fixed charge all estates or interests in any freehold or leasehold property in the future vested in or charged to the Company (not otherwise effectively mortgaged in the Security Trustee's favour by clauses 3.1 and 3.2 of the Debenture (as set out in clauses 1.1 and 1.2 above)) and all Rights relating to it,</p> <p style="text-align: right;">CONTINUED/</p>	

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. <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	
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 X Addleshaw Goddard LLP X This form must be signed by a person with an interest in the registration of the charge	

MG01

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 **CURLM/327412-6**

Company name
Addleshaw Goddard LLP

Address **Sovereign House**

Sovereign Street

Post town **Leeds**

County/Region

Postcode

L	S	1	1	H	Q
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Country

DX **DX 12004 Leeds**

Telephone

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 Linnenhall, 32-38 Linnenhall 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

MG01 - continuation page
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

- 1.4 by way of fixed charge, the Book Debts,
- 1.5 by way of fixed charge, all subsisting patents and subsisting rights of a similar nature of the Company present and future held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them),
- 1.6 by way of fixed charge, all domain name registrations of the Company present and future and all applications for them and the right to apply for any of them in any part of the world,
- 1.7 by way of fixed charge, all registered trademarks of the Company present and future and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks of the Company present and future,
- 1.8 by way of fixed charge, all service marks of the Company present and future,
- 1.9 by way of fixed charge all registered designs of the Company present and future and all applications for them and the right to apply for any of them in any part of the world;
- 1.10 by way of fixed charge, all inventions, utility models, confidential information, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including rights in computer software) of the Company present and future,
- 1.11 by way of fixed charge all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Company from time to time and relating to its business, which is not in the public domain,
- 1.12 by way of fixed charge, the benefit (subject to the burden) of any and all present and future agreements, arrangement and licences in connection with the Intellectual Property;

CONTINUED/

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>1.13 by way of fixed charge, all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Company present and future and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,</p> <p>1.14 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company,</p> <p>1.15 by way of fixed charge, all stocks, shares and other securities held by the Company from time to time in any Subsidiary and all income and rights derived from or attaching to them,</p> <p>1.16 by way of fixed charge all stocks shares interests in limited liability partnerships and other securities of the Company present and future and all income and rights derived from or attaching to them;</p> <p>1.17 by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with any other Chargor or any third party from time to time;</p> <p>1.18 by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture.</p> <p style="text-align: right;">CONTINUED/.</p>	

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 398 1005 432">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 450 638 477">2 NEGATIVE PLEDGE</p> <p data-bbox="411 510 742 537">The Company shall not:</p> <p data-bbox="325 571 1444 721">2 1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property other than in favour of the Security Trustee or with the prior written consent of the Security Trustee (which it may exercise in its sole discretion); or</p> <p data-bbox="325 754 1444 943">2 2 without prejudice to clauses 2.3 and 2 4 (clauses 4.3 and 4 4 of the Debenture), sell, lease or otherwise dispose of the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Security Trustee, or</p> <p data-bbox="325 976 1444 1037">2 3 sell, assign, factor or discount any of its book debts (including the Book Debts) or any future revenues or income; or</p> <p data-bbox="325 1070 1444 1160">2.4 sell, lease or otherwise dispose of any interest in freehold or leasehold property without the prior written consent of the Security Trustee (which it may exercise at its sole discretion)</p> <p data-bbox="1249 1368 1444 1395" style="text-align: right;">CONTINUED/...</p>

MG01 - continuation page
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

In this form MGO1

Administrative Receiver means any person appointed or to be appointed by the Security Trustee as administrative receiver pursuant to the exceptions to section 72A (1) or (2) of the Insolvency Act 1986;

Administrator means any person appointed or to be appointed by the Security Trustee as administrator pursuant to Schedule B1 to the Insolvency Act 1986,

Aghoco means Aghoco 1029 Limited (company number 7274950) whose registered office is at 3 Whitehall Quay, Leeds, LS1 4BF,

Amdega means Amdega Limited (registered number 03367115),

Book Debts means.

- (a) all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, any related agreements, documents, rights and remedies (including, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation or proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets whatsoever in respect of the same);

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MG01 - continuation page
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

Charged Property means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Security Trustee under the Debenture,

Chargors means each of the following English companies:

Name	Registered Number	Registered Office
Aghoco Limited	1029 7274950	3 Whitehall Quay, Leeds, West Yorkshire LS1 4BF
Amdega Limited	3367115	Faverdale Industrial Estate, Darlington, County Durham, DL3 OPW
Crossco Limited	(310) 3475520	Faverdale Industrial Estate, Darlington, County Durham, DL3 OPW
Crossco Limited	(519) 4109930	Faverdale Industrial Estate, Darlington, County Durham, DL3 OPW
Dinsdale Holdings Limited	5373929	c/o Amdega Ltd, Faverdale Industrial Estate, Darlington, County Durham DL3 OPW
L F. Knight Limited	1837742	Faverdale Industrial Estate, Darlington, County Durham, DL3 OPW

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MG01 - continuation page
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

W Richardson & Co Limited	0648111	Faverdale Industrial Estate, Darlington, County Durham, DL3 OPW
Portland Conservatories Limited	05309711	c/o Amdega Ltd, Faverdale Industrial Estate, Darlington, County Durham DL3 OPW

Costs means all costs, charges or expenses on a full indemnity basis of any kind including, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements,

Finance Documents means each agreement for loan or other credit facilities between any member of the Group and a Finance Party, each loan note and all loan stock issued by any member of the Group to a Finance Party, any other document under which a member of the Group owes money to a Finance Party, the Security Documents, the Investment Agreement (but only in respect of fees payable thereunder) and any other document designated as such by agreement between the Security Trustee and the Company from time to time,

Finance Parties means Endless LLP (acting for itself), Endless Fund II A LP, Endless Fund II B LP, any person to whom rights under any Finance Document are transferred by them and the Security Trustee and Finance Party means any of them and shall include their permitted transferees, successors and assigns;

Group means each Obligor and each of its Subsidiaries from time to time (if any);

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MG01 - continuation page
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

Intellectual Property means together the property described in clauses 1.5 to 1.12 (inclusive) above,

Interest means interest at the rate charged by any of the Finance Parties to Aghoco and Amdega from time to time;

Investment Agreement means the investment agreement to be entered into between the Lenders (as such term is defined in the Loan Agreement) and others and the Company for the purpose of regulating their relationship with each other as investors in the Company,

Loan Agreement means the loan agreement dated on or about the date of the Debenture between certain of the Finance Parties and Amdega;

Obligors means the Company, each Chargor and any other member of the Group which incurs any obligation to a Finance Party under the Finance Documents;

Receiver means any person appointed or to be appointed by the Security Trustee as receiver or receiver and manager or (where applicable) an Administrative Receiver pursuant to the Debenture;

Rights means all a Chargor's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all that Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them);

Scheduled Property means the following property details: NONE.

Security Documents means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the Secured Liabilities including the Debenture;

CONTINUED/...

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security Interest means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security;

Subsidiary means a subsidiary within the meaning of section 1162 of the Companies Act 2006 (as amended)



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

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

COMPANY NO. 648111
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 18 AUGUST 2010 AND CREATED BY W
RICHARDSON & CO LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE
PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 21 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 SEPTEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES