

MG01

Particulars of a mortgage or charge



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  
company. To do this, please  
use form MG01s.

FRIDAY



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11/01/2013

#46

COMPANIES HOUSE

**1 Company details**

Company number 0 0 0 4 7 6 7 6

Company name in full Waterford Wedgwood Australia Limited (the "Company")

15 For official use

→ **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 d2 d7 m1 m2 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 General Security Deed (the "Security Document") dated 27 December 2012 between the  
Company and Bank of America, N A (the "Secured Party" which expression includes its executors,  
administrators, successors and permitted assigns, including persons taking by way of novation) in  
relation to the U S \$117,500,000 amended and restated loan agreement dated 27 July 2012  
between (amongst others) WWRD United Kingdom, Ltd as Borrower and the Secured Party as  
Agent as amended by the first amendment dated 27 December 2012 (the "Loan Agreement")

**4 Amount secured**

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

Amount secured All Secured Liabilities of the Company where "Secured Liabilities" is  
defined in the Security Document as meaning all Obligations (as  
defined in the Loan Agreement), whether actual or contingent and  
whether owed jointly or severally or in any other capacity whatsoever,  
and whether owed by the Company or any other Obligor (as defined  
in Note (1)), together with all costs, charges and expenses incurred  
by the Secured Party, any Other Secured Party or their  
representatives in connection with the protection, preservation or  
enforcement of their respective rights under the Security Document  
  
"Other Secured Parties" means the Agent, Issuing Bank, Lenders  
and providers of Bank Products, each term as defined in the Loan  
Agreement

**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

Bank of America, N.A. as Secured Party

Address

335 Madison Avenue

New York, United States of America

Postcode

1 0 0 1 7

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

Please see attached continuation pages

**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 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).

**9****Signature**

Please sign the form here

Signature

Signature

X Linklaters 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 Carol Hartopp

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region

Postcode

EA London Y 8 H Q

Country England

DX 10 London/City

Telephone 0207 456 2000



### 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](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)

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

Continuation page (1)

**WATERFORD WEDGWOOD AUSTRALIA LIMITED (Company number 00047676)**

**1 FIXED CHARGES**

**1 1** To secure the payment and performance of the Secured Liabilities, the Company granted to the Secured Party

- (a) a security interest (as defined in the PPSA) over all PPS Property, and
- (b) a fixed charge over all Non-PPS Property

**1 2** The Security Interests granted in paragraph 1 1 above were intended to take effect as a first ranking security subject only to those Permitted Security Interests which the Secured Party agrees in writing rank in priority to them

**Note (1):** In this Form, unless a contrary indication appears

**"Corporations Act"** means the Australian *Corporations Act 2001 (Cth)*

**"Loan Documents"** means the Loan Agreement, Other Agreements and Security Documents, each term as defined in the Loan Agreement

**"Non-PPS Property"** means all present and after-acquired property of the Company that is not PPS Property

**"Obligors"** means each Borrower, Guarantor, or other Person that is liable for payment of any Obligations or that has granted a Lien in favor of Agent on its assets to secure any Obligations, provided, that notwithstanding any terms or provisions of this Agreement or any other Loan Document to the contrary, no entity domiciled outside of Australia, Canada, the Cayman Islands, Gibraltar, Ireland, the United Kingdom or the United States shall be an Obligor, each term as defined in the Loan Agreement

**"Permitted Security Interest"** means

- (a) a Security Interest (if any) created or permitted under a Loan Document,
- (b) a turnover trust under a subordination arrangement approved by the Secured Party,
- (c) any title retention arrangement which is entered into in the ordinary course of day-to-day trading on arm's length and customary terms (or on terms more favourable to the Company than customary terms), as long as the obligation it secures is discharged when due or is being diligently contested in good faith and appropriately provisioned, or
- (d) an interest that is a Security Interest by virtue only of the operation of section 12(3) of the PPSA

**"PPS Property"** means all present and after-acquired property in relation to which the Company can be a grantor of a PPS Security Interest, whether or not the Company has title to the property, including all PPS retention of title property (as defined in section 51F of the Corporations Act)

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

Continuation page (2)

**WATERFORD WEDGWOOD AUSTRALIA LIMITED (Company number 00047676)**

**"PPSA"** means the Australian *Personal Property Securities Act 2009* (Cth)

**"PPS Security Interest"** means a security interest that is subject to the PPSA

**"Security Interest"** means

- (a) a PPS Security Interest,
- (b) any other mortgage, pledge, lien or charge, or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property

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

Continuation page (3)

### **WATERFORD WEDGWOOD AUSTRALIA LIMITED (Company number 00047676)**

**Note (2):** The Security Document provides that

- 1 **Security.** The Company must not without the Secured Party's prior written consent or as expressly permitted in any other Loan Document, create, attempt to create or permit to exist any Security Interest in relation to the Secured Property (whether ranking ahead of, equally with or after, the Security Interests granted in clause 2 1 of the Security Document) other than a Permitted Security Interest
- 2 Where by law the Secured Party may not restrict the creation of any Security Interest in an asset ranking after the Security Interests granted in clause 2 1 of the Security Document
  - (i) clause 5 1(a) of the Security Document will not restrict that creation, and
  - (ii) the Company must ensure that before that Security Interest is created the holder of that Security Interest enters into a deed of priority in form and substance satisfactory to the Secured Party Each of the Secured Party and each Other Secured Party is not required to provide or make available any further advance or financial accommodation to the Company until the deed of priority is entered into on terms satisfactory to the Secured Party
- 3 **Disposal:** Subject to clause 5 2(b) of the Security Document, the Company must not, without the Secured Party's prior written consent, dispose of, declare a trust over or otherwise create or permit the creation or existence of any interest in, or part with possession of, any Secured Property

For the purposes of this Note (2) unless a contrary indication appears, terms set out at Note (1) have the same meaning and construction and

"**Books**" has the same meaning as in the Corporations Act

"**Capital**" means the uncalled and called but unpaid capital of the Company

"**Charged Debts**" means all unrealised book debts and other debts whether actual or contingent at any time owing to the Company together with all Books or documents of account or records evidencing or recording such debts

"**Intellectual Property**" means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks (including all rights to sue on or in relation to unregistered marks in any jurisdiction under passing off, unfair competition or similar rules or otherwise, and all goodwill and other rights that would form the basis for any such claims), registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, database rights, Know-how (and all rights in relation to it), business names, trade names, brand names, domain names (and the rights of registrant therein), copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the

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

Continuation page (4)

**WATERFORD WEDGWOOD AUSTRALIA LIMITED (Company number 00047676)**

benefit (subject to the burden) of any and all agreements, arrangements and licenses in connection with any of the foregoing

**"Know-how"** means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Company and relating to its business, which is not in the public domain

**"Secured Property"** means all PPS Property and all Non-PPS Property including the Capital and Charged Debts and Intellectual Property





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

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

**COMPANY NO. 47676  
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GENERAL SECURITY DEED  
DATED 27 DECEMBER 2012 AND CREATED BY WATERFORD  
WEDGWOOD AUSTRALIA LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR  
ANY OTHER OBLIGOR TO THE SECURED PARTY, ANY OTHER  
SECURED PARTY OR THEIR REPRESENTATIVES 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 11 JANUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JANUARY  
2013

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**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**