

MG01

Particulars of a mortgage or charge



162980/130
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
particulars of a charge for a
company. To do this, please
use form MG01s

TUESDAY



A0JQIS92

A13

08/03/2011

276

COMPANIES HOUSE

1

Company details

Company number 4 1 6 1 7 6 0
Company name in full Webb Group Limited (Company)

7 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 d0 d2 m0 m3 y2 y0 y1 y1

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 debenture and guarantee (Debenture).

4

Amount secured

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

Amount secured

4
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

1 CHARGE

The Company covenants to discharge on demand when due the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Security Trustee the property set out below in the manner set out below:

1.1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property;

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 paragraphs 1.1 above) and all Rights relating to it,

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 paragraphs 1.1 and 1.2 above) and all Rights relating to it;

1.4 by way of fixed charge, the Book Debts;

cont....

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 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

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/331716-4

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Post town Leeds

County/Region

Postcode L S 1 1 H Q

Country

DX 12004 Leeds

Telephone 0113 209 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 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

4

Amount secured

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

Amount secured

Chargors means

Name	Registered Number	Registered Office
The Company	7070428	Queensbridge Works, Queen Street, Burton on Trent DE14 3LP
Webb Group Limited	4161760	Queensbridge Works, Queen Street, Burton on Trent DE14 3LP
Choices UK Group Limited	6287683	Queensbridge Works, Queen Street, Burton on Trent DE14 3LP
Webb Ivory (Burton) Limited	715338	Queensbridge Works, Queen Street, Burton on Trent DE14 3LP
Webb Ivory (Guernsey) Limited	47242	Anson Court, La Route des Camps, St Martin, Guernsey GY4 6AD
Book Club Associates Limited	6997902	
Aghoco 1040 Limited	7371954	100 Barbirolli Square, Manchester, United Kingdom M2 3AB

and **Chargor** means any of the above

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 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 (as defined in the Debenture) are transferred by them and the Security Trustee and **Finance Party** means any of them and shall include their permitted transferees, successors and assigns, and

Interest means interest at the rate charged by any of the Finance Parties to the Company from time to time

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

- 1.5 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 (including, but not limited to, any customer databases) 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;
- 1.13 by way of fixed charge, to the extent it is vested in the Company, the Registered IP (to the extent not charged by any of the foregoing paragraphs),
- 1.14 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

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

maintenance contracts,

1.15 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company,

1.16 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;

1.17 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,

1.18 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 the Chargors or any third party from time to time;

1.19 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

2 NEGATIVE PLEDGE

The Debenture contains a negative pledge under which the Company agrees it shall not, amongst other things, 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.

3 CONVERSION OF FLOATING CHARGE

The Security Trustee may by written notice to the Company convert the floating charge into a fixed charge as regards such Charged Property as the Security Trustee may specify (whether generally or specifically) in that notice

4 FURTHER ASSURANCE

The Debenture contains a further assurance clause under which the Company will at its own cost at the Security Trustee's request execute any deed or document and take any action required by the Security Trustee to perfect the security constituted by the Debenture or further secure the payment or discharge of the Secured Liabilities

5 POWER OF ATTORNEY

The Company irrevocably appoints, by way of security the Security Trustee, each person deriving title from the Security Trustee, Administrator or Receiver, as the case may be, jointly and severally to be its attorney (with full power to appoint substitutes and to

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

sub-delegate) to do any act or thing which the Company is, or may become, obliged to do pursuant to the Debenture. The Company ratifies and confirms anything done or purported to be done by any attorney appointed pursuant to the Debenture.

In this form MG01:

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

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;
- (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),

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,

Intellectual Property means together the property described in paragraphs 1.5 to 1.12 above (inclusive);

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 (as defined in the Debenture) pursuant to the Debenture,

Registered IP means the intellectual property set out in Schedule 4 to the Debenture,

Rights means all the Company'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 the Company'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 property details of which are set out at Schedule 3,

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,

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

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, and

Subsidiary means a subsidiary within the meaning of section 1162 of the Companies Act 2006.

SCHEDULE 3 - SCHEDULED PROPERTY

Registered Proprietor	Description	Title Number and District Registry or London Borough
None	None	None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4161760
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 2 MARCH 2011 AND CREATED BY WEBB
GROUP 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 8 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MARCH 2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES