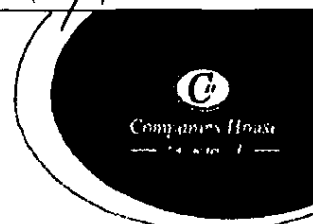


MG01

Particulars of a mortgage or charge

014479/13



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 on property of a
Scottish company. To register a charge on
property of a Scottish company, please use MG01s

TUESDAY



A17

A25YIYWA

09/04/2013

#206

COMPANIES HOUSE

Company details

For official use

Company number

0 6 9 2 2 3 1 8

Company name in full

A Shade Greener Limited (the "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

0 5 0 4 2 0 1 3

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

Debenture dated 5 April 2013 (the "**Debenture**") between the Company and Stewart Davies
(the "**Lender**")

4

Amount secured

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

Amount secured

Please see the attached continuation pages

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

Stewart Davies

Address

Sterling House, Maple Court, Maple Road, Tankersley,
South Yorkshire

Postcode

S 7 5 3 D P

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 the 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

N/A

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 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 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 Pinsent Masons 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 Sarah Fripp

Company name Pinsent Masons LLP

Address 3 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A U

County

DX 14490 Manchester 2

Telephone 0161 250 0167



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 the 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 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

All or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, which are now or may at any time hereafter (whether before or at any time after demand) be or become due under the Shareholder Loan Agreement by the Company to the Lender from time to time, and including all or any monies, liabilities and obligations due by the Company under or pursuant to the Debenture (together the **"Secured Obligations"**)

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars	<p>1 CHARGES</p> <p>As a continuing security for the payment and discharge of the Secured Obligations, the Company, with full title guarantee, created the Security Interests set out in the provisions of this clause (detailed below at 1 1 to 1 2) in favour of the Lender</p>
	<p>1 1 Mortgages and charges</p>
	<p>1 1 1 Land</p>
	<p>The Company charged</p>
	<p>1 1 2 by way of first legal mortgage all Land (if any) at the time of the Debenture vested in the Company (including, without limitation, the Land specified in Schedule 1 below) and all Ancillary Rights pertaining to them, and</p>
	<p>1 1 3 by way of first fixed charge all other Land at the time of the Debenture vested in the Company (to the extent not effectively charged by Clause 2 1 2 set out above at 1 1 2) and all Land acquired by the Company after the date of the Debenture and all Ancillary Rights pertaining to them</p>
	<p>1 1 4 Plant, machinery and chattels</p>
	<p>The Company charged by way of first fixed charge, all plant, machinery and other chattels at the time of the Debenture or hereafter owned by it, and its interest in all plant, machinery and other chattels held by it under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by it to any other person, and any guarantees, indemnities and Security Interests for the performance of such person's obligations now or hereafter held or enjoyed by it in relation thereto</p>
	<p>1 1 5 Income</p>
	<p>The Company charged by way of first fixed charge (except to the extent the subject of a valid fixed Security Interest under any other provision of the Debenture), all Income together with the benefit of all guarantees, indemnities, Security Interests and other rights of any nature now or hereafter held or enjoyed by it in relation thereto</p>
	<p>1 1 6 Miscellaneous</p>
	<p>The Company charged by way of first fixed charge</p>
	<p>(i) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by it in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder,</p>
	<p>(ii) all sums, realised or recovered by any liquidator or administrator of the</p>

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short
particulars

Company pursuant to Part VI of the Insolvency Act 1986,

- (iii) its goodwill,
- (iv) its uncalled capital, and
- (v) the Securities and any rights in relation thereto

1 2 **Assignments**

To the extent that the same is not otherwise prohibited (whether by law, under the terms of the relevant contract or agreement or otherwise) the Company assigned absolutely

1 2 1 **Accounts**

by way of first legal mortgage all monies, whether principal or interest, accrued or accruing, now or at any time hereafter deposited in or otherwise standing to the credit of each of the Accounts, and any other present or future account of the Company with any bank, financial institution or other person (other than the Lender), the debts thereby represented, and all other rights and benefits in connection therewith

1 2 2 **Contracts and Agreements**

by way of security, the benefit of and its whole present and future rights under all contracts or agreements to which it is or may at any time hereafter be or become a party and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Company under or in respect thereof and all the Company's present and future claims, rights, remedies and causes of action thereunder

1 2 3 **Insurances**

by way of security, the benefit of and its whole present and future rights and claims under or in respect of all Insurances including without limitation, all rights to submit, negotiate and settle claims, and all monies at the date of the Debenture or hereafter payable thereunder, including return of premiums

1 2 4 **Income**

by way of security, all Income, and the benefit of all guarantees, indemnities and Security Interests at the time of the Debenture or hereafter held or enjoyed by it in relation thereto

2 **Negative pledge**

The Company has undertaken that it shall not create or permit to subsist any Security Interest on any of its assets, other than in favour of the Lender, without the prior written consent of the Lender, other than the Permitted Security

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short
particulars

3

Further assurance

3 1 1

Subject to the terms of the Deed of Priority and without prejudice to the provisions of Clause 4 (*Perfection of security*) and Clause 11 (*Power of Attorney*) as set out in the Debenture the Company undertook, promptly after being requested to do so by the Lender do all such acts and things, give such instructions (in material or dematerialised form) and sign, seal, execute and deliver all such deeds and other documents as the Lender may require (and in such form as the Lender may require) for perfecting or protecting the Security in respect of the Secured Assets or its priority, vesting title to any Security Asset in the Lender or its nominee or any purchaser, or for facilitating the realisation or application of the Secured Assets and the exercise of the rights, powers and discretions conferred on the Lender or any Receiver under the Debenture

Definitions

"Accounts"

means all accounts of the Company from time to time and all monies (including interest) accrued or accruing, now or at any time hereafter deposited in or otherwise standing to the credit of any and all present or future accounts of the Company or in which the Company has an interest in with any bank, financial institution or other person and all indebtedness represented by any such accounts and all other rights and benefits in connection therewith and, in each case, as such accounts may be re-designated, re-named, replaced and/or re-numbered from time to time and shall include any sub-account of any such account

"Ancillary Rights"

means the benefit of all covenants, leases, tenancies, agreements, licences, rights, conditions or encumbrances relating to the Land and all monies paid or payable thereunder

"Deed Priority"

of

means the deed of priority dated on or about the date of the Debenture and made between (1) the Company, (2) Stewart Davies, (3) John Wade and (4) Simon Duncan as amended from time to time

"Fixtures"

means all fixtures and fittings and fixed plant and machinery from time to time in and upon the Land

"Income"

means the aggregate of all amounts payable to or for the benefit or account of the Company, including (but not limited to)

(a) rent and/or licence fees (and any amount equivalent to it) payable whether variable or not

6

Short particulars of all the property mortgaged or charged

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

Short
particulars

and however or whenever described, reserved or made payable,

(b) any sums received by the Company from any deposit held as security for performance of any tenant's obligations,

(c) any other moneys payable in respect of occupation and/or usage of any of the Land and every fixture and fitting in it and any and every fixture on it for display or advertisement, on licence or otherwise,

(d) any profits, damages, compensation, settlement or expenses for or representing loss of rent or interest on them awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Company from any party) in furtherance of such proceedings so taken or claim so made,

(e) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,

(f) any sum payable or the value of any consideration to be given by or on behalf of any tenant for the surrender or variation of any Lease,

(g) any sum payable by any guarantor in relation to any Lease, and

(h) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same

"Insurances"

means all policies or contracts of insurance or assurance at the date of the Debenture or hereafter effected by the Company or on its behalf or in which it may have an interest

"John Wade Debenture"

means the debenture granted by the Company to John Wade on or around the date of the Debenture

"Land"

means the lease interests set out in Schedule 1 below and any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the land, and the benefit of any covenants or rights

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars		<p>owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland</p> <p>"Permitted Security" means the John Wade Debenture and the Simon Duncan Debenture and any other charge document entered into by the parties, provided the same are subject to the terms of the Deed of Priority</p> <p>"Receiver" means any one or more persons, individually or together with additional persons, appointed as an administrative receiver, receiver and manager or other receiver under or pursuant to the Debenture or the Security in respect of all or any part of the Secured Assets</p> <p>"Secured Assets" means all or any part of or interest in the undertaking, property, rights and assets of the Company which at the time of the Debenture or at any time hereafter are or are expressed to be the subject of any Security Interest created or purported to be created by or pursuant to the Debenture</p> <p>"Securities" means all the right, title and interest of the Company, now or in the future, in any -</p> <p>(a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,</p> <p>(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and</p> <p>(c) units or other interests in any unit trust or collective investment scheme</p> <p>"Security" means all or any of the Security Interests now or at any time created by or pursuant to the Debenture</p> <p>"Security Interest" means a mortgage, debenture, standard security, charge (whether fixed or floating), pledge, lien, assignation in security, assignation, assignment, hypothecation, security interest, title retention, guarantee, indemnity, right of set-off, right of possession or retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>
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In
accordance
with
Section 860
of the
Companies
Act 2006

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short
particulars

**"Shareholder
Loan
Agreement"**

means the shareholder loan agreement entered into between the Company and the Lender on or around the date of the Debenture, as amended from time to time

**"Simon Duncan
Debenture"**

means the debenture granted by the Company to Simon Duncan on or around the date of the Debenture

In
accordance
with
Section 860
of the
Companies
Act 2006

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

SCHEDULE 1

DETAILS OF LAND

None

Short
particulars



FILE COPY

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

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

**COMPANY NO. 6922318
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2013
AND CREATED BY A SHADE GREENER LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO STEWART DAVIES 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 9 APRIL 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2013



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