

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 a Scottish  
company. To do this, please use  
form MG01s

TUESDAY



A36 \*A0WUNLU2\* 343  
20/07/2010  
COMPANIES HOUSE

<b>1 Company details</b>		For official use <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> → <b>Filing in this form</b> Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company number	0 6 5 9 2 1 1 5	
Company name in full	DARESBURY RESTAURANTS (GREENS) LIMITED	
<b>2 Date of creation of charge</b>		
Date of creation	d3 d0 m0 m6 y2 y0 y1 y0	
<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	COMPOSITE GUARANTEE AND DEBENTURE (the "Composite 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 Obligor to the Security Trustee and to the Secured Parties and to any of them under any of the Secured Loan Notes together with  (a) all costs, charges and expenses incurred by the Security Trustee or by any Secured Party in connection with the protection, preservation or enforcement of its rights under any of the Secured Loan Notes,  (b) any refinancing, novation, refunding, deferral or extension of any of those obligations or liabilities,  cont /	
		<b>Continuation page</b> Please use a continuation page if you need to enter more details

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>/ cont</p> <p>(c) any further advances and additional facilities which may be made by any Secured Party to any Obligor under any agreement expressed to be supplemental to any of the Secured Loan Notes and all interest, fees and costs in connection therewith,</p> <p>(d) 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 Secured Loan Notes,</p> <p>(e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise, and</p> <p>(f) 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</p> <p>(the "Secured Liabilities")</p>	

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**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

Name	MATTHEW BALDWIN (the "Security Trustee")
Address	THE COACH HOUSE, LEGH ROAD, KNUTSFORD, CHESHIRE
Postcode	W A 1 6 8 L P
Name	
Address	
Postcode	

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

6

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

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

Short particulars

- 1 By the Composite Guarantee and Debenture, the Company with full title guarantee charged with the payment and discharge to the Security Trustee (as agent and trustee for the Secured Parties) of all the Secured Liabilities
  - 1 1 any property owned by it together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
  - 1 2 all of its other freehold and leasehold property both present and future together with all present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
  - 1 3 all plant machinery, vehicles and other equipment now or hereafter owned by it together with the benefit of any obligation and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery and other equipment,
  - 1 4 any of the Shares owned by it,
  - 1 5 all other shares and stock in the capital of any company which as at 30 June 2010 or at any time hereafter is owned by it or in which it otherwise has an interest together in all cases with all rights arising in relation thereto,
  - 1 6 the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,
  - 1 7 all 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, know-how and rights in confidential information now or at any time belonging to it,
  - 1 8 its goodwill and the uncalled capital both present and future,

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

cont /

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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	<p>/cont 1</p> <p>1 9 the book debts due or owing to it both present and future,</p> <p>1 10 all benefits in respect of all contracts and policies of insurance which are from time to time taken out by or (to the extent of such interest) in which it had an interest including any keyman insurance policies taken out in respect of all or any directors and/or managers of any Charging Company,</p> <p>1 11 its stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash both present and future, and</p> <p>1 12 its undertaking and all of its other property and assets both present and future</p> <p>2 The charges on the property and assets described in Clauses 1 1 to 1 9 inclusive were created as fixed charges and constitute charges by way of legal mortgage on the property described in Clauses 1 1, 1 2 and 1 3 which is now vested in any of the Charging Companies</p> <p>3 The charges on the property and assets described in Clause 1 10, 1 11 and 1 12 (and also on such of the said property and assets of each Charging Company both present and future as the Security Trustee may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged hereunder by way of fixed charge) were created as floating charges until the floating charges shall crystallise and become fixed charges in accordance with the terms of the Composite Guarantee and Debenture</p> <p>4 The charges created by the Composite Guarantee and Debenture shall be a continuing security and shall unless otherwise agree in writing by the Security Trustee be first charges</p> <p>5 Save with the prior written consent of the Security Trustee, no Charging Company may</p> <p>5 1 create any encumbrance over all or any part of its present or future revenues or assets except as permitted and regulated by the Intercreditor Deed, or</p> <p>5 2 (disregarding sales of stock in trade in the ordinary course of business) 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 of its assets save for disposals of freehold and leasehold property permitted pursuant to the Senior Facilities Agreement</p> <p>6 In this form MG01, the following words and expressions have the following meaning</p> <p>"Business Day" any day on which banks generally are open for business in London</p> <p>"Charging Company" the Company, Green's (West End) Limited and The Greenhouse Wine Company Limited (and "Charging Companies" shall be construed accordingly)</p> <p style="text-align: right;">cont /</p>	

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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	<p>/cont 2</p> <p>"Group" the Company and each of its holding companies and each subsidiary of it and of each of its holding companies and "member of the Group" shall be construed accordingly</p> <p>"Intercreditor Deed" has the same meaning which is given to that expression in the Secured Loan Note Instrument</p> <p>"Obligor" any person which is or has been a member of the Group and which as or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee and to the Secured Parties or to any of them for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Secured Loan Notes</p> <p>"Secured Loan Notes" the £773,395 Fixed Rate Secured Series C Loan Notes 2014 in issue from time to time to the Secured Loan Noteholders pursuant to the Secured Loan Note Instrument, including any certificates issued pursuant to the Secured Loan Note Instrument and any conditions attached thereto, each as amended and/or varied from time to time in accordance with their terms</p> <p>"Secured Loan Note Instrument" the Secured Loan Note Instrument constituting the Secured Loan Notes entered into by the Borrower on 30 June 2010</p> <p>"Secured Loan Noteholders" the Initial Beneficiaries and any Acceding Beneficiaries (as defined in the Security Trust Deed)</p> <p>"Secured Parties" the Secured Loan Noteholders and the Security Trustee</p> <p>"Security Trust Deed" the Security Trust Deed entered into between the Security Trustee (1) Christopher Perks Baldwin and Matthew Baldwin (2) and the Charging Companies (3) and dated 30 June 2010</p> <p>"Senior Facilities Agreement" the Facilities Agreement relating to facilities amounting to seven hundred and fifty thousand pounds (£750,000) in aggregate and made between the Bank and the Company</p> <p>"Shares" any shares together with all rights including dividends and other distributions, arising in relation thereto</p> <p>7 Save where the contrary is indicated, any reference in this form MG01 to</p> <p>"book debts" "stock-in-trade" and "work-in-progress" shall be construed and shall be deemed to include all moneys becoming payable to a Charging Company in respect thereof under or by virtue of any policy of insurance taken out by it against the non-payment of book debts or against the loss, damage or destruction of stock-in-trade or work-in-progress as the case may be and "book debts" shall be construed as a reference to all debts due to a Charging Company whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business</p> <p style="text-align: right;">cont /</p>	


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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	<p>/cont 3</p> <p>and shall extend to and be deemed to include all bank deposits, royalties, fees and income of like nature in relation to intellectual property and all moneys becoming payable to a Charging Company in respect of debts due to or claims (including insurance claims) by that Charging Company notwithstanding that the amount thereof has not been quantified at the time when the moneys hereby secured have become payable</p> <p>a "company" includes any body corporate</p> <p>"intellectual property" shall be construed as a reference to the property described in Clause 1 6</p> <p>"mortgaged property" shall be construed as a reference to the property described in Clauses 1 1 to 1 11 inclusive</p> <p>"stock-in-trade" and "work-in-progress" shall (without prejudice to the generality of those expressions) be construed so as to include all materials wherever situated belonging to a Charging Company which are intended to be or are in the course of being used for manufacture and all goods partly or wholly manufactured both present and future, and</p> <p>all general stores and stocks of fuel and like chattels belonging to a Charging Company and used in or adapted or intended for use in the course of manufacture (but not including plant, machinery and motor vehicles) both present and future, and</p> <p>"subsidiary" and "building company" shall be construed as a Charging Company's "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006 and that Charging Company shall be treated for the purposes only of the membership requirement contained in sub-sections 1159(b) and (c) as a member of another company even if its shares in that other company are registered in the name of another person (or its nominee) whether by way of security or in connection with the taking of security, or a nominee</p>	

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7	<b>Particulars as to commission, allowance or discount (if any)</b> 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"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> 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	<b>Delivery of instrument</b> 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	<b>Signature</b> Please sign the form here Signature  This form must be signed by a person with an interest in the registration of the charge	

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### 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 **SIMON CHANDLER**

Company name **CHANDLER HARRIS LLP**

Address **25 BYROM STREET**

Post town **MANCHESTER**

County/Region

Postcode **M 3 4 P F**

Country **UNITED KINGDOM**

DX **14335 MANCHESTER 1**

Telephone **0161 834 2200**



### 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)





FILE COPY

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

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

COMPANY NO. 6592115  
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURES DATED 30 JUNE 2010 AND CREATED BY  
DARESURY RESTAURANTS (GREENS) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO MATTHEW BALDWIN (THE "SECURITY  
TRUSTEE" AND TO THE SECURED PARTIES AND TO ANY OF  
THEM 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 20  
JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JULY 2010

OX



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES