

MG01

Particulars of a mortgage or charge

87765/182

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A fee is payable with this form

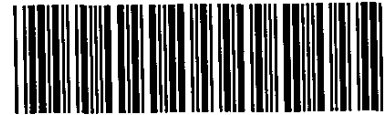
We will not accept this form unless you send the correct fee

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 r
particulars of a charge for a s
company To do this, please
form MG01s

SATURDAY



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A08

05/11/2011

34

COMPANIES HOUSE

1

Company details

Company number 00053475

Company name in full William Cook Leeds Limited (as a "Initial
Charging Company")

17

For official use

Filing 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 01/11/2011

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 dated 1 November 2011 between (1) the
Initial Charging Company and (2) Andrew John Cook CBE (as security
trustee for the Security Beneficiaries (the "B Security Trustee")) (the
"Deed")

4

Amount secured

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 alone or in any other
capacity whatsoever) of any Group Company to the B
Security Trustee under or pursuant to any Finance
Document to which any Group Company is a party
(including all monies covenanted to be paid under
the Deed) ("Secured Obligations")

Continuation page

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

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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 Andrew John Cook CBE as security trustee for the

Address Security Beneficiaries

Parkway Avenue, Sheffield

Postcode S 9 4 U L

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 GRANT OF SECURITY

1 1. Nature of security

Under the Deed, all Security Interests and dispositions created or made by or pursuant to the Deed are created or made

1 1.1 in favour of the B Security Trustee;

1 1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

1 1.3 as continuing security for payment of all of the Secured Obligations

1 2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

2 FIXED SECURITY

2 1. Fixed Charges

Each of the Charging Companies charges and agrees to charge all the present and future right, title and interest of such Charging Company in and to the following assets which are at any time owned by such Charging Company, or in which such Charging Company from time to time has an interest.

(See Continuation Sheet)

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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

N11

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 Gordon W X

This form must be signed by a person with an interest in the registration of the charge

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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

BS/WIL825/10

Company name

Gordons LLP

Address

Riverside West

Whitehall Road

Leeds

Post town

County/Region

Postcode

LS1

4AW

Country

DX

DX 729680 - LEEDS 68

Telephone

0113 227 0100



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

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Amount secured

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

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 1 1 by way of first legal mortgage

2 1 1.1 the Property (if any) specified in part 1 of schedule 3 (Details of Security Assets), and

2 1 1 2 all other Property (if any) at the date of this Deed vested in, or charged to, such Charging Company (not charged by clause 2 1.1 1);

2 1.2 by way of first fixed charge:

2 1.2 1. all other Property and all interests in Property (not charged by clause 2.1 1); and

2 1 2 2 all licences to enter upon or use land and the benefit of all other agreements relating to land,

2 1.3. by way of first fixed charge all plant and machinery (not charged under clauses 2 1 1 or 2.1 2) and the benefit of all contracts, licences and warranties relating to the same;

2 1.4. by way of first fixed charge

2 1 4 1 all computers, vehicles, office equipment and other equipment (not charged by clause 2.1 3), and

2 1 4 2. the benefit of all contracts, licences and warranties relating to the same,

2.1.5 by way of.

2 1.5 1 first fixed charge all the Charged Securities referred to in part 2 of schedule 3 (Details of Security Assets),

2 1 5.2. first fixed charge all other Charged Securities (not charged by clause 2 1 5 1),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

2 1 6 by way of first fixed charge

2 1.6 1 the Intellectual Property (if any) specified in part 3 of schedule 3 (Details of Security Assets), and

2 1 6 2 all other Intellectual Property (if any) (not charged by clause 2.1.6.1);

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Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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6 Short particulars of all the property mortgaged or charged

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Short particulars

2 1 7 to the extent that any of the Assigned Assets are not effectively assigned under clause 2 2 (Security assignments), by way of first fixed charge those Assigned Assets,

2 1 8 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)

2 1.8 1 the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Charging Company or the use of any of its assets, and

2.1 8 2 any letter of credit issued in favour of such Charging Company and all bills of exchange and other negotiable instruments held by it, and

2 1 9 by way of first fixed charge all of the goodwill and uncalled capital of such Charging Company

2 2. Security assignments

Each of the Charging Companies assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

2.2 1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom, and

2 2 2. the Insurances, all claims under the Insurances and all proceeds of the Insurances

To the extent that any Assigned Asset described in clause 2 2 2 is not assignable, the assignment which that clause purports to effect under the Deed shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of the Insurances

2.3. Notice of assignment

Immediately upon execution of the Deed (and immediately upon the obtaining of any Insurance or on the execution of any Relevant Contract after the date of the Deed) each Charging Company shall if so requested by the B Security Trustee:

2 3.1 in respect of each Relevant Contract, deliver a duly completed notice of assignment to each other party to (that Relevant Contract, and use all its best endeavours to procure that each such person executes and delivers to the B Security Trustee an acknowledgement, in each case in the respective forms set out in Schedule 4 of the Deed (Form of notice to and acknowledgement by party to Relevant Contract) (or in such other form as the B Security Trustee shall agree), and

(See Continuation Sheet)

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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6 Short particulars of all the property mortgaged or charged

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2 3 2. in respect of each of the Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and use all its best endeavours to procure that each such person executes and delivers to the B Security Trustee, in each case in the respective forms set out in Schedule 5 of the Deed (Form of notice to and acknowledgement by insurers) (or in such other form as the B Security Trustee shall agree)

2 4 Assigned Assets

The B Security Trustee shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of the Relevant Contracts against any person, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed

3 FLOATING CHARGE

3 1 Under the Deed, each of the Charging Companies charges and agrees to charge by way of first floating charge all of its present and future

3.1 1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 2 1 (Fixed charges), clause 2 2 (Security assignments) or any other provision of the Deed, and

3.1 2. (whether or not effectively so charged) heritable property and all other property and assets in Scotland

SCHEDULE 3

Details of Security Assets

Part 1 - Property

[Intentionally Blank]

Part 2 - Shares

[Intentionally Blank]

Part 3 - Intellectual Property

[Intentionally Blank]

Part 4 - Relevant Contracts

[Intentionally Blank]

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Definitions:

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 2.2 (Security assignments),

"B Loan Stock Instrument" means the instrument dated on or about the Deed pursuant to which William Cook Holdings Limited constituted the £5,000,000 5% secured loan notes,

"B Security Trust Deed" means the security trust deed dated on or about the date of the deed, inter alia, between (1) the B Security Trustee, (2) the Charging Companies and (3) the Security Beneficiaries,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (1) the shares specified in part 2 of Schedule 3 (Details of Security Assets), and
- (11) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Deed) now or in the future owned (legally or beneficially) by a Charging Company or in which such Charging Company has an interest at any time;

"Charging Companies" means the Initial Charging Companies and any other members of the Group which accede to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession;

"Company" means William Cook Holdings Limited, a company incorporated and registered under the laws of England and Wales with number 32830107 with its registered office at Parkway Avenue, Sheffield, S9 4UL,

"Deed of Accession" means the deed of accession substantially in the form set out in Schedule 6 of the Deed (Form of Deed of Accession),

"Finance Document" has the meaning described thereto in the B Security Trust Deed,

"Group Companies" means the Company and each of its Subsidiaries from time to time,

"Insurances" means all policies of insurance which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Charging Company (including, without limitation, the intellectual property rights (if any) specified in part 3 of Schedule 3) (Details of Security Assets)),

"Party" means a party to the Deed,

(See Continuation Sheet)

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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Short particulars

"**Property**" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Deed, or at any time thereafter, belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of Schedule 3 (Details of Security Assets)), together with

- (1) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (11) all easements, rights and agreements in respect thereof;
- (111) all proceeds of sale of that property, and
- (1v) the benefit of all covenants given in respect thereof;

"**Receiver**" means any receiver, receiver and manager or administrative receiver appointed by the B Security Trustee under the Deed,

"**Related Rights**" means, in relation to any Charged Securities.

- (1) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (11) below,
- (11) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"**Relevant Contract**" means each of the agreements specified in part 4 of Schedule 3 (Details of Security Assets) or is designated a Relevant Contract by the B Security Trustee, together with each other agreement supplementing or amending or novating or replacing the same,

"**Security**" means any Security Interest created by or pursuant to any Finance Document,

"**Security Assets**" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"**Security Beneficiary**" has the meaning given to "Beneficiaries" in the B Security Trust Deed,

"**Security Interest**" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"**Security Period**" means the period beginning on the date of the Deed and ending on the date on which

- (1) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (11) no Security Beneficiary has any further commitment, obligation or liability under or pursuant to the Finance Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 53475
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 1 NOVEMBER 2011 AND CREATED BY
WILLIAM COOK LEEDS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO
ANDREW JOHN COOK CBE AS SECURITY TRUSTEE FOR THE
SECURITY BENEFICIARIES 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 5 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER
2011

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES