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

What this form is NOT for You cannot use this form to

You cannot use this form to a particulars of a charge for a company. To do this, please form MG01s



'S 261

26/11/2012

	in England and Wales or Northern company To do this, please form MG01s	COMPANIES HOUSE
1	Company details	For official use
Company number	0 4 4 3 1 5 5 6	Filling in this form Please complete in typescript or in
Company name in full	World of Sweets Limited (the "Chargor")	bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	
Date of creation	$\begin{bmatrix} g & g & g & g & g & g & g & g & g & g $	
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'	
4	Bank plc and the companies identified in Schedule 1 original chargors (the "Original Chargors") (the "Section of the "Original Chargors") (the "Section of the Chargors") (the Chargors") (the "Section of the Chargors") (the	
	Please give us details of the amount secured by the mortgage or charge	Continuation page
Amount secured	Please see the continuation page	Please use a continuation page if you need to enter more details

MG01
Particulars of a mortgage or charge

	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	Investec Bank plc (as agent and and trustee for the Finance Parties)	·
Address	2 Gresham Street,	
	London	
Postcode	E C 2 V 7 Q P	
lame		
Address		
Postcode		
6	Short particulars of all the property mortgaged or charged	1
_	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

MG01

Particulars of a mortgage or charge

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 N11 or discount

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)

Signature

Please sign the form here

Signature

Signature

Madalas

Χ

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

MG01

Particulars of a mortgage or charge

8

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 Nicholas Page (NGP/630224)
Company name Macfarlanes LLP
Address 20 Cursitor Street
Post town
County/Region London
Postcode E C 4 A 1 L T
Country UK
DX DX No 138 Chancery Lane
Telephone +44 (0)20 7831 9222

✓ Cert

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

1

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- [x] The company name and number match the information held on the public Register
- [x] You have included the original deed with this form
- [x] You have entered the date the charge was created
- [x] You have supplied the description of the instrument
- [X] You have given details of the amount secured by the mortgagee or chargee
- [X] You have given details of the mortgagee(s) or person(s) entitled to the charge
- [x] You have entered the short particulars of all the property mortgaged or charged
- [x] You have signed the form
- [x] 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

All present and future moneys, obligations and liabilities due, owing or payable by any Obligor to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Finance Documents (the "Secured Liabilities")

References to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing

Capitalised terms are defined in the main body of, or the continuation sheets to, this form MG01

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

PART 1

Definitions

In this form MG01

Accounts means all accounts (including any Designated Accounts), and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time after the date of the Security Agreement (and from time to time) owned, operated or held by the Chargor or in which the Chargor has an interest,

Acquisition Documents has the meaning given to it in the Senior Facilities Agreement,

Administrator means a person appointed in accordance with Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property,

Affiliate means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,

Ancillary Documents means each document relating to or evidencing the terms of an Ancillary Facility,

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement,

Ancillary Lender: means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement,

Assigned Agreements means the Acquisition Documents, Hedging Agreement and the Reports,

Blocked Account means in relation to the Chargor

- (a) any account so detailed in schedule 1 below (Accounts), or
- (b) any other account which the Security Agent and the Chargor have so designated,

Borrower has the meaning given to it in the Senior Facilities Agreement,

Charged Assets means all the assets for the time being subject to the security created by the Deed of Accession (and references to the Charged Assets include references to any part of them),

Debts means all book and other debts, of any kind whatsoever (including any Non-Vesting Debts) now or at any time after the date of the Security Agreement (and from time to time) due, owing or payable to the Chargor or in which the Chargor has an interest and the proceeds of the same, including the benefit of any judgment or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,

Designated Accounts means each Mandatory Prepayment Account and each Holding Account including the accounts so detailed in schedule 1 below (*Accounts*) and each Blocked Account,

Equipment means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time after the date of the Deed of Accession (and from time to time) owned by the Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

1

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

Facility Agreements means the Senior Facilities Agreement and the Mezzanine Facility Agreement,

Finance Documents means the Senior Finance Documents and the Mezzanine Finance Documents.

Finance Parties means the Senior Finance Parties and the Mezzanine Finance Parties,

Floating Charge Assets means all the assets for the time being subject to the floating charge created by the Deed of Accession (and references to the Floating Charge Assets include references to any part of it),

Goodwill means all goodwill now or at any time after the date of the Security Agreement (and from time to time) of or in the Chargor,

Hedging Agreement has the meaning given to in the Senior Facilities Agreement,

Holding Account has the meaning given to in the Senior Facilities Agreement,

Holding Company means, in relation to a person, any other person in respect of which it is a Subsidiary,

Insurance Policies means all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time after the date of the Deed of Accession (and from time to time) taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,

Intellectual Property means all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time after the date of the Deed of Accession (and from time to time) owned or held by the Chargor or (to the extent of its interest) in which the Chargor has an interest,

Lender has the meaning given to it in the Senior Facilities Agreement,

Mandatory Prepayment Account has the meaning given to it in the Senior Facilities Agreement,

Mezzanine Agent means the Agent under and as defined in the Mezzanine Facility Agreement,

Mezzanine Facility Agreement means the agreement dated 16 November 2012 and made between, among others, the Mezzanine Agent and the Chargor relating to a mezzanine loan facility,

Mezzanine Finance Documents means the Finance Documents (as such term is defined in the Mezzanine Facility Agreement),

Mezzanine Finance Parties means the Finance Parties (as such term is defined in the Mezzanine Facility Agreement),

Non-Vesting Debts means in relation to a Chargor which is a Borrower under the Ancillary Facility, any Debt which either fails to vest absolutely or effectively in the Ancillary Lender in accordance with the provisions of the Ancillary Documents for any reason, including where the assignment of that

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

Debt to the Ancillary Lender is void or voidable (whether as between the Ancillary Lender and such Chargor or as between the Ancillary Lender and any third party),

Obligor means each Obligor as defined in the Senior Facilities Agreement and each Obligor as defined in the Mezzanine Facility Agreement,

Pension Fund Interests means all interests and rights now or at any time after the date of the Security Agreement (and from time to time) owned or held by the Chargor in relation to any pension fund,

Permitted Disposal has the meaning given to it the Senior Facilities Agreement,

Permitted Security has the meaning given to it in the Senior Facilities Agreement

Properties means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time after the date of the Security Agreement (and from time to time) owned by the Chargor (including the properties which are briefly described in schedule 2 below (*Properties currently owned*)) but excluding any Short Leasehold Properties,

Property Interests means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time after the date of the Security Agreement (and from time to time) owned or held by the Chargor,

Receiver means a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of the Chargor,

Reports has the meaning given to it in the Senior Facilities Agreement,

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

Securities means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time after the date of the Deed of Accession (and from time to time) owned by the Chargor, or in which the Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

Senior Agent: means the Agent under and as defined in the Senior Facilities Agreement,

Senior Facilities Agreement means the agreement dated 16 November 2012 and made between, among others, the Senior Agent and the Chargor, relating to certain loan and other banking facilities,

Senior Finance Documents means the Finance Documents (as such term is defined in the Senior Facilities Agreement),

Senior Finance Parties means the Finance Parties (as such term is defined in the Senior Facilities Agreement),

Short Leasehold Properties means all leasehold properties for a term of less than 15 years

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

unexpired at the date of the acquisition of the lease (whether registered or unregistered) owned by the Chargor under which the Chargor is obliged to pay a rack rental, save where continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of the Chargor,

Subsidiary means a subsidiary undertaking within the meaning of s 1162 of, and Sched 7 to, the Companies Act 2006, and

Uncalled Capital means all the uncalled capital now or at any time after the date of the Security Agreement (and from time to time) of the Chargor

Short particulars of all property mortgaged or charged

- 1 Under the Deed of Accession, as a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee
- 1 1 granted to the Security Agent (as trustee for the Finance Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (*Properties currently owned*) below.
- charged to the Security Agent (as trustee for the Finance Parties), by way of first fixed charge, all its
 - 1 2 1 Properties acquired by it after the date of the Deed of Accession,
 - 1 2 2 Property Interests,
 - 123 Equipment,
 - 1 2 4 Securities.
 - 1 2 5 Intellectual Property,
 - 1 2 6 Insurance Policies,
 - 1 2 7 Debts.
 - 128 Accounts,
 - 1 2 9 Pension Fund Interests,
 - 1 2 10 Goodwill and Uncalled Capital, and
- 1 2 11 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to paragraphs 1 1-1 4 inclusive
- assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and
- assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit

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

of any guarantee or security for the performance of the Assigned Agreements

- As a continuing security for the payment or discharge of the Secured Liabilities, under the Deed of Accession the Chargor with full title guarantee charged to the Security Agent (as trustee for the Finance Parties), by way of first floating charge, all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to paragraphs 1 1-1 4 inclusive above
- By entering into the Deed of Accession the Chargor covenanted that on the occurrence of any of certain specified events the floating charge created by it will automatically and immediately (without notice) be converted into a fixed charge over the Floating Charge Assets
- By entering into the Deed of Accession the Chargor also covenanted that if any of certain specified events occurs the Security Agent may at any time thereafter, by notice to the Chargor, convert the floating charge created by the Deed of Accession with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the Chargor specified in such notice
- Any asset acquired by the Chargor after any conversion of the floating charge created under the Deed of Accession as described in the two preceding paragraphs which but for such conversion would be subject to a floating charge shall, unless the Security Agent confirms in writing to the contrary, be charged to the Security Agent (as trustee for the Finance Parties) by way of first fixed charge
- If the Chargor acquires any freehold or leasehold property, whether registered or unregistered, it must (i) inform the Security Agent promptly of such acquisition, (ii) immediately on request by the Security Agent, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require (or such other Security in the jurisdiction where such property is located as the Security Agent may require), and (iii) comply with all registration requirements resulting from the acquisition of such property and the creation of Security over such property pursuant to the Deed of Accession and the legal mortgage (or other Security) referred to above

PART 2

Covenants and restrictions

- By entering into the Deed of Accession, the Chargor covenanted with the Security Agent that it will not at any time except in accordance with the terms of the Facility Agreements
- 1 1 create or purport to create or permit to subsist any Security other than Permitted Security on or in relation to the Charged Assets, or
- enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets other than by way of a Permitted Disposal
- By entering into the Deed of Accession, the Chargor has undertaken that it will not, save as permitted by the Security Agent, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as expressly provided in the Security Agreement
- By entering into the Deed of Accession the Chargor must, if called upon so to do by the Security Agent in accordance with the terms of the Security Agreement, execute a legal assignment of the Debts to the Security Agent in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred

MG01 - continuation page Particulars of a mortgage or charge

6	Short p	particulars of all the property mortgaged or charged
	Please	give the short particulars of the property mortgaged or charged
Short particulars	4	By entering into the Deed of Accession, the Chargor has undertaken that it must, promptly upon request by the Security Agent or any Receiver or Administrator (acting reasonably), at its own expense, take whatever action the Security Agent or a Receiver or Administrator may reasonably require for
	4 1	creating, perfecting or protecting any security created by or pursuant to the Deed of Accession,
	4 2	facilitating the realisation of any Charged Asset,
	4 3	exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or
	4 4	creating and perfecting security in favour of the Security Agent (equivalent to the security created by the Deed of Accession) over any assets of any Chargor located in any jurisdiction outside England and Wales
	5	This includes
	5 1	the re-execution of the Deed of Accession,
	5 2	the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
	5 3	the giving of any notice, order or direction and the making of any filing or registration,
		which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient
	6	Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by s 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by the Deed of Accession
		PART 3
		Schedules
		Schedule 1 – Accounts
		None
		Schedule 2 – Properties currently owned
		A: Registered land
		None
		B Unregistered land

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		
	None	

PROFORMA

Company Number Company Name. Contact Name/ Organisation. Address: 04431556 World of Sweets Limited

Nicholas Page (NGP/630224), Macfarlanes LLP

20 Cursitor Street, London EC4A 1LT

• The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amend	ed or deleted (please tick as appropriate)
Date of Creation of Charge	
Description	[<u>-</u>
Amount Secured	
Mortgagee(s) or person(s) entitled to the charge	
Short particulars of all the property mortgaged or charged	
Date charge presented (applies to MG09/LL MG09)	
Date of execution (applies to MG09/LL MG09)	
Date and parties to the charge (applies to MG09/LL MG09)	
Jurisdiction (applies to MG09/LL MG09)	
Floating charge statement (applies to MG01s/LLMG01s/OSMG01)	

• The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s

rariculars of the charge to be added, amende	ed or deleted (please tick as appropriate)
Date of creation of charge	
Description	
Date of acquisition	
Amount secured	
Mortgagee(s) or person(s) entitled to the charge	
Short particulars of all the property Mortgaged or charged	
The following details will need to be Form MG07/MG07s/LLMG07/LLM Particulars of the charge to be added, amended.	MG07s/OSMG04
Particulars of the charge to be added, amende	ed or deleted (please tick as appropriate)
Date of covering deed	
Total amount secured	
Date of present issue	
Amount of present issue	
Date of resolution	
Name of Trustee(s)	
General description of property	
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	

(Please give the instructions in the box below)

Please amend section 5, Mortgagee(s) or person(s) entitled to the charge (if any)—"Name", so that the second "and" is deleted It should therefore read "Investec Bank
plc (as agent and trustee for the Finance Parties)"



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4431556 CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 16 NOVEMBER 2012 AND CREATED BY WORLD OF SWEETS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE FINANCE PARTIES 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 26 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 NOVEMBER 2012

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