

MR01

Particulars of a charge

383380/13



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. The scanned and placed on the public record. **Do not send the original.**



A15

A4HDPDOH

05/10/2015

#225

1 Company details

Company number 0 4 7 8 6 4 5 8

Company name in full COVERIS FLEXIBLES (GAINSBOROUGH) UK LIMITED

9 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 Charge creation date

Charge creation date 3 0 0 9 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ✓ GOLDMAN SACHS BANK USA

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

✓

Property description	Freehold/lease hold	Title number
Unit 20, Road One, Winsford Industrial Estate, Winsford	Freehold	CH440132

For more details please refer to the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

✓ ☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

✓ ☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP

X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record

Contact name CHARLOTTE WOODFIELD (Ref 338677-8)

Company name
DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode
L S 1 4 B Y

Country

DX DX 12017 LEEDS

Telephone 0113 369 2353



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4786458

Charge code: 0478 6458 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2015 and created by COVERIS FLEXIBLES (GAINSBOROUGH) UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2015

Dx

Given at Companies House, Cardiff on 9th October 2015



Companies House



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

30 September 2015

**Supplemental Mortgage
Supplemental to the Debenture dated 08 November 2013**

COVERIS FLEXIBLES (GAINSBOROUGH) UK LIMITED

and

**GOLDMAN SACHS BANK USA
as Collateral Agent**



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 2 OCTOBER 2015

SIGNED Jennifer Miller
DLA PIPER UK LLP

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44 20 7710 1000
www.lw.com

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THIS DEED is made on 30 September 2015

BETWEEN:

- (1) **COVERIS FLEXIBLES (GAINSBOROUGH) UK LIMITED** a company incorporated and registered under the laws of England and Wales with registered number 04786458 (the “**Chargor**”), and
- (2) **GOLDMAN SACHS BANK USA**, a New York State chartered bank as security trustee for itself and the other Secured Parties (as defined in the Debenture (as defined below)) (the “**Collateral Agent**”).

RECITALS

- (A) This Deed is supplemental to a debenture dated 8 November 2013 (the “**Debenture**”) between, amongst others, the Chargor and the Collateral Agent
- (B) The Chargor owns an interest in the freehold and leasehold properties described in Schedule 1 hereto, together with all buildings, fixtures, fittings, fixed plant or machinery from time to time situated on, or forming part of, such property (the “**Property**”).
- (C) This Deed is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Words and expressions defined in the Debenture and the Intercreditor Agreement (as defined in the Debenture) have, unless expressly defined in this Deed or the context requires otherwise, the same meaning in this Deed
- 1.2 The provisions of clauses 1.2 (*Construction*) to clause 1.6 (*Declaration of Trust*) (inclusive) of the Debenture apply to this Deed as though they were set out in full in this Deed except that references to the Debenture are to be construed as references to this Deed
- 1.3 The terms of the documents under which the Secured Obligations arise and of any side letters between the Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Deed to the extent required for any purported disposition of the Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2. COVENANT TO PAY

The Chargor as primary obligor covenants with and undertakes to the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations owed by it when they fall due for payment under the terms of the Loan Documents

3. CHARGING CLAUSE

The Chargor, as continuing security for the payment of the Secured Obligations and subject to the Intercreditor Agreement, charges in favour of the Collateral Agent with full title guarantee and by way of first legal mortgage, the Property

4. INCORPORATION

The provisions of clauses 10 (*Continuing Security*) to clause 25 (*Governing law and jurisdiction*) (inclusive) of the Debenture shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed and references in the Debenture to a "Chargor" shall be deemed to be references to the Chargor under this Deed, references to the "Debenture," "this Deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to this Deed and references to "Charged Property" shall be deemed to include (but not limited to) the Property

5. LAND REGISTRY

- (a) The Chargor shall promptly apply to the Land Registry for a restriction to be entered on the Register of Title in relation to the Property (including in respect of any Property which is an unregistered property subject to compulsory first registration as at the date of the this Deed) on the prescribed Land Registry form and in the following or substantially similar terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a consent signed by the proprietor for the time being of the charge dated _____ in favour of Goldman Sachs Bank USA referred to in the charges register"

- (b) Subject to the terms of the Credit Agreement, the Lenders are under an obligation to make further advances to Chargors (which obligation is deemed to be incorporated into the Debenture and this Deed) and this security has been made for securing those further advances. Each Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to the Property that there is an obligation to make further advances on the security of the registered charge
- (c) If any Chargor fails to make the applications set out in paragraphs (a) or (b) above, each Chargor irrevocably consents to the Collateral Agent making such application on its behalf and shall promptly provide the Collateral Agent with all information and properly incurred fees which the Collateral Agent may reasonably request in connection with such application
- (d) It is certified that the security created by this Deed over the Property does not contravene any of the provisions of the articles of association of the Chargor.

6. CONTINUATION

- (a) The Debenture will remain in full force and effect as supplemented by this Deed. From the date of this Deed, the Debenture and this Deed shall be read and construed together.
- (b) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Collateral Agent and/or any other Secured Party may now or after the date of this Deed hold for any of the Secured Obligations and this security may be enforced against the Chargor without first having recourse to any other rights of the Collateral Agent or any other Secured Party.
- (c) References in the Debenture to "this Deed", the "Debenture", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as supplemented by this Deed.

7. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

- (a) No Chargor may create, incur, assume or permit to exist, directly or indirectly, any Lien on any Property or on any income or revenues or rights in respect of any thereof except for as permitted by the Credit Agreement or with the prior consent of the Collateral Agent.
- (b) No Chargor will grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Property or otherwise part with possession of the whole or any part of the Property (except as permitted by the Credit Agreement).
- (c) Each Chargor will give immediate notice to the Collateral Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Property.

8. FURTHER ASSURANCE

- (a) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraphs (b) and (c) below.
- (b) Subject to the terms of the Intercreditor Agreement, the Agreed Security Principles, promptly, upon the reasonable request of the Collateral Agent, each Chargor shall at its own expense, execute, acknowledge and deliver, or cause the execution, acknowledgment and delivery of, and thereafter register, file or record, or cause to be registered, filed or recorded, in an appropriate governmental office, any document or instrument supplemental to or confirmatory of this Deed or otherwise reasonably deemed by the Collateral Agent necessary for the continued validity, perfection and priority of the Security granted by this Deed, but in any event subject to the terms and conditions set forth herein, subject to no other Liens except as permitted by the

applicable Loan Document, or obtain any consents or waivers as may be necessary or appropriate in connection therewith; deliver or cause to be delivered to the Collateral Agent from time to time such other documentation, consents, authorizations, approvals and orders in form and substance reasonably satisfactory to the Collateral Agent as the Collateral Agent shall reasonably deem necessary to perfect or maintain the Security pursuant to the Deed, subject to the terms and conditions set forth herein, and upon the exercise by the Collateral Agent of any power, right, privilege or remedy pursuant to this Deed which requires any consent, approval, registration, qualification or authorization of any Governmental Authority, execute and deliver all applications, certifications, instruments and other documents and papers that the Collateral Agent may reasonably require

9. PROTECTION OF SECURITY

- (a) To the extent the deeds, documents, certificates or other documents mentioned below do not relate to the UK ABL Priority Collateral (as defined in the Intercreditor Agreement), each Chargor will as soon as practicable deposit with the Collateral Agent (or as it shall direct) all deeds and documents of title relating to the Property and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Collateral Agent (or as it shall direct) upon their release
- (b) The Collateral Agent may retain any document delivered to it under paragraph (a) above or otherwise until the security created under or pursuant to this Deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the Chargor require that the document be redelivered to it and the Chargor shall as soon as reasonably practicable comply (or procure compliance) with that notice
- (c) Any document required to be delivered to the Collateral Agent under paragraph (a) above which is for any reason not so delivered or which is released by the Collateral Agent to the Chargor shall be held on trust by the Chargor for the Collateral Agent for so long as the Property is charged hereunder

10. POWER TO REMEDY

If the Chargor fails to comply with any obligation set out in Clause 8 (*Further assurance*) or Clause 9 (*Protection of Security*) and that failure is not remedied to the satisfaction of the Collateral Agent within 14 days of the Collateral Agent giving notice to the Chargor or the Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Collateral Agent or any person which the Collateral Agent nominates to take any action on behalf of the Chargor which is necessary to ensure that those obligations are complied with.

11. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably appoints the Collateral Agent, each Receiver and any person nominated for the purpose by the Collateral Agent or any

Receiver (in writing and signed by an officer of the Collateral Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed, following an Event of Default which is continuing or failure by the relevant Chargor to comply with a duly requested further assurance or perfection obligation (following five Business Days after such request) to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Collateral Agent or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and each Chargor covenants with the Collateral Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney pursuant to this Clause.

12. COVENANT TO RELEASE

The Collateral Agent shall, at the request and cost of each Chargor, take any action which may be necessary to release or re-assign the Property from the Security constituted by this Deed, as required by and in accordance with, the terms of the Intercreditor Agreement

13. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

14. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed

IN WITNESS whereof this Deed has been duly executed on the above date first above written.

SIGNATORIES TO SUPPLEMENTAL MORTGAGE

Chargor

Executed as a deed by
COVERIS FLEXIBLES (GAINSBOROUGH) UK LIMITED

[Redacted]

Name NARL BOSTON

Witness

[Redacted]

Name JAMES DUNN

Address _____

Occupation SOLICITOR

DLA Piper UK LLP Princes Exchange Princes Square Leeds LS1 4BY
--

[Signature page to Supplemental Mortgage]

THE COLLATERAL AGENT

Executed as a deed by **GOLDMAN SACHS**)
BANK USA acting by)
)

Authorised signatory _____

Witness signature _____

Witness name _____

Witness address _____

Address: 200 West Street
New York
NY 10282

Facsimile No: (212) 902-1040

[Signature page to Supplemental Mortgage]

**SCHEDULE 1
PROPERTIES**

Property description	Freehold/leasehold	Title number
Unit 20, Road One, Winsford Industrial Estate, Winsford	Freehold	CH440132
Land and Buildings west of Brackenborough Road, Louth, Lincoln	Freehold	LL92305, LL102010, LL95956, LL242920 and LL119179
Heasandford Mill, Netherwood Road, Burnley, Lancashire BB10 2EJ	Leasehold	LA728157, LA334779, LA494443 and LA199518