



Registration of a Charge

Company name: **BALDWINS (WOLVERHAMPTON) LIMITED**

Company number: **08163356**

Received for Electronic Filing: **28/11/2017**



X6K6CTMX

Details of Charge

Date of creation: **22/11/2017**

Charge code: **0816 3356 0004**

Persons entitled: **DNB BANK ASA**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALLEN AND OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8163356

Charge code: 0816 3356 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2017 and created by BALDWINS (WOLVERHAMPTON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2017 .

Given at Companies House, Cardiff on 30th November 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

EXECUTION VERSION

CONFIRMATORY SECURITY AGREEMENT

DATED 22 November 2017

The companies listed in Schedule 1

as the Chargors

and

DNB Bank ASA

as Security Agent

**relating to
a security agreement dated 25 November 2016**

ALLEN & OVERY

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THIS DEED is dated 22 November 2017 and is made **BETWEEN**:

- (1) **The companies listed in Schedule 1** (each a **Chargor** and together, the **Chargors**); and
- (2) **DNB Bank ASA** (the **Security Agent**) as agent and trustee for the Secured Parties (as defined in the Intercreditor Agreement defined below).

BACKGROUND:

- (A) We refer to the senior facilities agreement dated 25 November 2016 between, amongst others, Cogital Midco Limited as Initial Parent, DNB Bank ASA and Skandinaviska Enskilda Banken AB (Publ) as Bookrunners and Mandated Lead Arrangers and DNB Bank ASA as Agent and Security Agent, as amended from time to time (the **Senior Facilities Agreement**) and an intercreditor agreement dated 25 November 2016 between, amongst others, DNB Bank ASA as Senior Agent, original Issuing Bank and Security Agent and Cogital Midco Limited as Parent, as amended from time to time (the **Intercreditor Agreement**).
- (B) Pursuant to a security agreement dated 25 November 2016 between the chargors as defined therein and listed in schedule 1 beneath the heading “Original Chargor”(the **Original Chargors**) and the Security Agent (the **Original Security Agreement**), each Original Chargor created Security over certain of its respective assets as security for, among other things, payment of all the Secured Liabilities.
- (C) The companies listed in Schedule 1 beneath the heading “New Chargors” (the **New Chargors**) acceded to the Original Security Agreement by way of a security accession deed dated 28 March 2017, a security accession deed dated 30 March 2017, a security accession deed dated 10 May 2017 or a security accession deed dated 22 November 2017 (as appropriate) made between the New Chargors as named therein and DNB Bank ASA as Security Agent (the **Security Accession Deeds** and the Original Security Agreement as supplemented by the Security Accession Deeds being the **Security Agreement**).
- (D) On or about the date of this Deed, an amendment and restatement deed in respect of the Senior Facilities Agreement (the Senior Facilities Agreement, as amended and restated by the Amendment and Restatement Deed being the **Amended Senior Facilities Agreement**) has been entered into between, among others, Kar Bidco Limited as Parent, DNB Bank ASA and Skandinaviska Enskilda Banken AB (Publ) as Bookrunners and Mandated Lead Arrangers and DNB Bank ASA as Agent and Security Agent in connection with the establishment of a new acquisition facility for the Group (the **Amendment and Restatement Deed**).
- (E) The Chargors and the Security Agent consider that the Security created by the Chargors under the Security Agreement secures payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.
- (F) This Deed is supplemental to the Security Agreement.
- (G) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) In this Deed, **Secured Liabilities** has the meaning given to the term “Secured Obligations” in the Intercreditor Agreement including those obligations and liabilities arising under and in relation to the Acquisition Facility C2 (as defined in the Amended Senior Facilities Agreement).
- (b) Capitalised terms defined in or incorporated by reference to the Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (c) The provisions of clause 1.2 (Construction) of the Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement will be construed as references to this Deed.

1.2 Third party rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties Act) 1999 to enforce or to enjoy the benefit of any term of this Deed.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (c) All the security created under this Deed:
 - (i) is created in case the security created by the Security Agreement does not secure all of the Secured Liabilities; and
 - (ii) is created in addition to and does not affect the security created by the Security Agreement.
- (d) Where this Deed purports to create a first fixed Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Security Agreement until such time as the Security created by the Security Agreement ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Security Agreement ceases to have effect at a time when this Deed still has effect.

- (f) If the rights of any Chargor under a document (including any contract or policy of insurance) cannot be secured without the consent of a party to that document:
 - (i) that Chargor must notify the Security Agent promptly;
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) if the Security Agent (acting reasonably) determines that the relevant asset is material the Chargor shall use reasonable endeavours to obtain any necessary consent of, or waiver from, the relevant party to that document being secured under this Deed (in accordance with Clause 17 (Further Assurances) of the Security Agreement (as incorporated into this Deed)).
- (g) It is agreed and acknowledged that the security created or purported to be created pursuant to this Deed shall be supplemental and without prejudice to the security created or purported to be created pursuant to the Security Agreement and accordingly such security created or purported to be created pursuant to the Security Agreement shall remain in full force and effect.
- (h) Notwithstanding any other provisions of this Deed, the terms, rights, obligations and security interests created or purported to be created pursuant to this Deed shall at all times be subject to the terms and security interests created by the Security Agreement until such time as the security interests created by or pursuant to the Security Agreement have no, or cease to have, effect and no default or event of default (howsoever defined) under the Debt Documents shall result solely from the execution of this Deed or from the existence of the Deed at the same time as the Security Agreement and such terms of this Deed shall be construed accordingly.
- (i) Where in circumstances where the security interests constituted by the Security Agreement remains in full force and effect, any reference in this Deed to an asset secured under the Security Agreement being assigned or the security over any asset secured under the Security Agreement being first ranking or secured with full title guarantee, shall be construed accordingly.
- (j) If the Chargor is in compliance with the terms of the Security Agreement (including without limitation, any obligation to deliver or deposit any deeds document of title, certificates, evidence of ownership or related documentation) then to the extent that the terms of this Deed are the same and apply in respect of the same assets, then the Chargor will be deemed to have complied with the respective terms of this Deed.

2.2 Land

- (a) Each of Blick Rothenberg Limited and each New Chargor charges:
 - (i) by way of a first legal mortgage:
 - (A) the estates or interests in any material freehold or leasehold property now owned by it; as specified opposite its name in Schedule 2 (Security Assets) under the heading "Real Property", with, subject to Clause 2.11 (Third Party Consents), the exception of any Restricted Mortgaged Property; and
 - (B) any estates or interests in any material leasehold property in Clause 2.2(a)(i)(A) (Land) which has ceased to fall within the definition of Restricted Mortgaged Property by virtue of receipt of the relevant landlord's consent to charge that property, but only with effect from the date on which that consent is obtained.

- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge:
 - (A) the estates or interests in any material freehold or leasehold property now owned by it as specified opposite its name in Schedule 2 (Security Assets) under the heading “Real Property”, with, subject to Clause 2.11 (Third Party Consents), the exception of any Restricted Mortgaged Property; and
 - (B) any estates or interests in any material leasehold property in Clause 2.2(a)(ii)(A) (Land) which has ceased to fall within the definition of Restricted Mortgaged Property by virtue of receipt of the relevant landlord’s consent to charge that property, but only with effect from the date on which that consent is obtained.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that purpose; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

- (a) Each of Blick Rothenberg Limited, Baldwins Bidco Limited, Cogital BR Bidco Limited and each New Chargor charges:
 - (i) by way of a first legal mortgage all shares in any other Obligor or Material Company which is a Subsidiary of an Obligor owned by it or held by any nominee on its behalf, including those specified in Schedule 2 (Security Assets) under the heading **Shares** opposite its name; and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in this Clause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.
- (c) For the avoidance of doubt, there shall be excluded from the security created by this Deed all investments and shares in any Joint Ventures.

2.4 Plant and machinery

Each of Blick Rothenberg Limited and each New Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.5 Restricted credit balances

Each of Blick Rothenberg Limited and each New Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account or Cash Collateral Account and the debt represented by it.

2.6 Insurances

- (a) Subject to paragraph (b) of Clause 2.1 (General), Blick Rothenberg Limited and each New Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, including, without limitation the contracts and policies of insurance specified in Schedule 2 (Security Assets) under its name under the heading *Insurances*.
- (b) Subject to paragraph (b) of Clause 2.1 (General) Cogital BR Bidco Limited, assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of the contracts and policies of insurance specified in Schedule 2 (Security Assets) under its name under the heading *Insurances*.

2.7 Other contracts

- (a) Subject to paragraph (b) of Clause 2.1 (General) and, in respect of Trade Contracts, paragraph (b) below, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
 - (i) each of the Acquisition 2 Documents to which it is a party;
 - (ii) each of the Acquisition 3 Documents to which it is a party;
 - (iii) any agreement to which it is a party (including any Hedging Agreement and any Intercompany Loan Agreement), except to the extent that it is subject to any fixed security created under any other term of this Clause; this includes the agreements (if any), as specified in Schedule 2 (Security Assets) (as supplemented pursuant to each Security Accession Deed) under its name under the heading **Relevant Contracts**;
 - (iv) any letter of credit issued in its favour;
 - (v) any bill of exchange or other negotiable instrument held by it; and
 - (vi) any other agreement to which the Chargor is a party and which the Security Agent and the Chargor have designated a relevant contract,

each a **Relevant Contract**.

- (b) There shall be excluded from the security created by this Deed any Trade Contract which prohibits the Chargor party to it from creating Security over its rights under that Trade Contract for so long as such prohibition is in existence or until consent has been received from the relevant third party.

2.8 Intellectual property

Each of Blick Rothenberg Limited and each New Chargor charges by way of a first fixed charge:

- (a) all of its rights in respect of any Material Intellectual Property (as defined in the Senior Facilities Agreement), with, subject to Clause 2.11 (Third Party Consents), the exception of Restricted IP; and
- (b) all of its rights in respect of any Material Intellectual Property (as defined in the Senior Facilities Agreement) which by virtue of obtaining third party consent to charge such Material Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained.

2.9 Miscellaneous

Each of Blick Rothenberg Limited and each New Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

2.10 Floating charge

- (a) Each of Blick Rothenberg Limited and each New Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Security Agent may by notice to any of Blick Rothenberg Limited or any New Chargor convert the floating charge created by such Chargor under this Clause into a fixed charge as regards any of such Chargor's assets specified in that notice, if:
 - (i) an Enforcement Event has occurred; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of the assets of Blick Rothenberg Limited and any New Chargor if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.

- (e) The floating charge created by this Clause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.11 Third Party Consents

- (a) If Blick Rothenberg or any New Chargor has an interest in any material Restricted Mortgaged Property, that Chargor shall notify the Security Agent and:
 - (i) as soon as reasonably practicable and within five Business Days of the date of this Deed, send a request for consent to each landlord of material Restricted Mortgaged Property to the creation of charges envisaged by Clauses 2.2(a)(i)(B) (Land) and 2.2(a)(ii)(B) (Land) and use its reasonable endeavours to obtain consent of each such landlord for a period of 20 Business Days from service of the request for consent. If the relevant Chargor has used its reasonable endeavours but has not been able to obtain consent within such period, its obligation to obtain consent shall expire at the end of such period;
 - (ii) at the reasonable request of the Security Agent, keep the Security Agent informed of the progress of its negotiations with any such landlord; and
 - (iii) provide the Security Agent with a copy of each such consent promptly after its receipt.
- (b) If Blick Rothenberg or any New Chargor has an interest in any Restricted IP, that Chargor shall:
 - (i) as soon as reasonably practicable and within five Business Days of the date of this Deed, send a request for consent to each counterparty whose consent is required to the creation of charges envisaged by Clause 2.8(b) (Intellectual property) and use its reasonable endeavours to obtain consent of each such counterparty for a period of 20 Business Days from service of the request for consent. If the relevant Chargor has used its reasonable endeavours but has not been able to obtain consent within such period, its obligation to obtain consent shall expire at the end of such period;
 - (ii) at the reasonable request of the Security Agent, keep the Security Agent informed of the progress of its negotiations with any such counterparty; and
 - (iii) provide the Security Agent with a copy of each such consent promptly after its receipt.
- (c) Immediately upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall stand charged or assigned to the Security Agent under the relevant Clause of this Deed (as applicable). If reasonably required by the Security Agent, at any time following satisfaction of that condition or receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment over the relevant assets on substantially the same terms as set out in this Deed.
- (d) Where an asset is Restricted IP or Restricted Real Estate and excluded from the Security created by this Deed, that Security shall operate as an assignment or charge of all proceeds and/or receivables which the relevant Chargor derives from or is entitled to in respect of the relevant asset(s) that have been so excluded from such Security.

3. INCORPORATION

- (a) The provisions of clause 3 (Representations - General) to 21 (Release) (inclusive) (other than clause 5.6 (H.M. Land Registry)) of the Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

- (b) Each Chargor shall procure that each member of the Group which accedes the Security Agreement shall, substantially simultaneously with any such accession, also accede to this Deed by delivering a duly executed and completed deed of accession to the Security Agent substantially in the form set out in schedule 5 (Form of Security Accession Deed) to the Security Agreement.

4. H.M. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)"

5. NORWEGIAN LIMITATION OF LIABILITY

Notwithstanding any other provision of this Deed, the obligations and Liabilities of the Chargor incorporated in Norway (the "Norwegian Obligor") under this Deed shall be limited by the mandatory provisions of law under Sections 8-7 and 8-10 of the Norwegian Private Limited Companies Act of 13 June 1997 no. 44 (the "Norwegian Financial Assistance Regulations"). The Norwegian Obligor and the Security Agent agree that the obligations and Liabilities of the Norwegian Obligor under this Deed shall only apply to the extent not so limited. It is understood, however, by each Norwegian Obligor that if a limitation is no longer applicable as a mandatory provision under said provisions, such limitations will no longer apply to its obligations and Liabilities under this Deed from and including the date such amendments become effective.

6. MISCELLANEOUS

The Original Security Agreement and Security Accession Deeds will remain in full force and effect.

7. GOVERNING LAW

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

8. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Deed (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 7 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**CHARGORS****ORIGINAL CHARGORS**

Name of Original Chargor	Registration number	Jurisdiction
Baldwins Bidco Limited	00121573	Jersey
Baldwins Holdco Limited	00121574	Jersey
Blick Rothenberg Limited	10238654	England & Wales
Cogital BR Bidco Limited	00120842	Jersey

NEW CHARGORS

Name of New Chargor	Registration number	Jurisdiction
Blick Rothenberg Global Business Services Limited	01808024	England & Wales
CogitalGroup IP Limited	09448178	England & Wales
Baldwins (Wolverhampton) Limited (previously Baldwin Gravestock & Owen Limited)	08163356	England & Wales
Baldwins (Cannock) Limited (previously Baldwins (Bicester) Limited)	10525403	England & Wales
Baldwins (Crook) Limited	09898584	England & Wales
Baldwins (Evesham) Limited	10345913	England & Wales
Baldwins (Guisborough) Limited	10570441	England & Wales
Baldwins (Hexham) Limited	02277011	England & Wales
Baldwins Holdings Limited	06365189	England & Wales
Baldwins (Jesmond) Limited	10596493	England & Wales
Baldwins (Kettering) Limited	10570444	England & Wales
Baldwins (North East) Limited	09892488	England & Wales
Baldwins (Nottingham) Limited	07062339	England & Wales

Baldwins (Seaton Burn) Limited (previously Baldwins (Ponteland) Limited)	09898546	England & Wales
Baldwins (Portobello) Limited	09898768	England & Wales
Baldwins (Tamworth) Limited	05482891	England & Wales
Baldwins (Walsall) Limited	07484375	England & Wales
Baldwins (Worcester) Limited	09712591	England & Wales
Baldwins (Wynyard) Limited	09898560	England & Wales
Baldwins Corporate Finance Limited	08912009	England & Wales
Baldwins Corporate Services Limited	04798926	England & Wales
Baldwins Restructuring & Insolvency Limited	09893505	England & Wales
CLB Coopers Limited	10439194	England & Wales
CLB Coopers Services Limited	03183958	England & Wales
Taylor Rowlands Limited	08096600	England & Wales
Baldwins (Alnwick) Limited (previously The Alnwick Accountants Limited)	06519710	England & Wales
Finnieston Berry Partnership Limited	03533733	England & Wales
Minshalls Limited	04965514	England & Wales
Baldwins (Coventry) Limited	04161359	England & Wales
Campbell Dallas Limited	10439295	England & Wales
Davisons Limited	05345239	England & Wales
KTS Owens Thomas Limited	04777212	England & Wales
Baldwin McCranor Limited	07577588	England & Wales
Kar Norway Holdco AS	917 774 374	Norway

SCHEDULE 2
SECURITY ASSETS

SHARES

Chargor	Name of company in which shares are held	Number of shares held and class of shares	Issued share capital and percentage of issued share capital held by Chargor
Cogital BR Bidco Limited	Blick Rothenberg Limited	100 ordinary shares of £1.00 each	£100.00 (wholly owned by the Chargor)
Blick Rothenberg Limited	Blick Rothenberg Global Business Services Limited	100 ordinary shares of £1.00 each	£100.00 (wholly owned by the Chargor)
Baldwins Holdings Limited	Baldwins (Wolverhampton) Limited (previously Baldwin Gravestock & Owen Limited)	100 A ordinary shares of £1.00 each 1 B ordinary share of £1.00 each	£101 (wholly owned by Chargor)
	Baldwins (Kettering) Limited	1 ordinary share of £1.00 each	£1 (wholly owned by Chargor)
	Baldwins (Cannock) Limited (previously Baldwins (Bicester) Limited)	1 ordinary share of £1.00 each	£1 (wholly owned by Chargor)
	Baldwins (Evesham) Limited	1 ordinary shares £1.00 each	£1.00 (wholly owned by Chargor)
	Baldwins (North East) Limited	90 A ordinary shares of £1.00 each 5 B ordinary shares of £1.00 each 5 C ordinary shares of £1.00 each	£100 (wholly owned by Chargor)
	Baldwins (Nottingham) Limited	10 ordinary shares of £1.00 each	£10 (wholly owned by Chargor)
	Baldwins (Tamworth) Limited	10,000 ordinary shares of £1.00 each	£10,000 (wholly owned by Chargor)
	Baldwins (Walsall) Limited	180 ordinary shares of £1.00 each 20 A ordinary shares of £1.00 each 10 B ordinary shares of £1.00 each 10 C ordinary shares of £1.00 each	£220 (wholly owned by Chargor)
	Baldwins (Worcester)	1 ordinary share of £1.00 each	£1 (wholly owned by Chargor)

Chargor	Name of company in which shares are held	Number of shares held and class of shares	Issued share capital and percentage of issued share capital held by Chargor
	Limited		
	Baldwins Corporate Finance Limited	1 ordinary share of £1.00 each 1 A ordinary share of £1.00 each 1 B ordinary share of £1.00 each	£18 (16.67% of which owned by Chargor)
	Baldwins Corporate Services Limited	2 ordinary shares of £1.00 each	£16 (12.5% of which owned by Chargor)
	CLB Coopers Limited (previously Baldwins (North-West) Limited)	1 ordinary shares £1.00 each	£1.00 (wholly owned by Chargor)
	Baldwins (Wynyard) Limited	1 A ordinary share of £1.00 each 1 B ordinary share of £1.00 each 1 C ordinary share of £1.00 each 1 E ordinary share of £1.00 each	£6 (66.67% of which owned by Chargor)
	Baldwin McCranor Limited	750 A ordinary shares of £1.00 each 150 B ordinary shares of £1.00 each 50 C ordinary shares of £1.00 each 25 D ordinary shares of £1.00 each 1 E ordinary share of £1.00 each 25 F ordinary shares of £1.00 each 1 preference share of £1.00 each	£1002 (wholly owned by Chargor)
	Davisons Limited	11,000 ordinary shares of £0.10 each 1,209 B ordinary shares of £0.10 each 50 C ordinary shares of £1.00 each	£1,270.90 (wholly owned by Chargor)
	KTS Owens Thomas Limited	30,000 ordinary shares of £1.00 each	£30,000 (wholly owned by Chargor)
	Campbell Dallas Limited	1 ordinary share of £1.00 each	£1.00 (wholly owned by Chargor)
Baldwins Corporate Services Limited	Baldwins Corporate Finance Limited	1 E ordinary share of £1.00 each	£18 (5.55% of which owned by Chargor)
Baldwins (Wolverhampton) Limited (previously Baldwin Gravestock & Owen Limited)	Baldwins Corporate Finance Limited	1 G ordinary share of £1.00 each	£18 (5.55% of which owned by Chargor)
Baldwins (Tamworth) Limited	Baldwins Corporate Finance Limited	1 O ordinary share of £1.00 each	£18 (5.55% of which owned by Chargor)
Baldwins	Baldwins Corporate	1 P ordinary share of £1.00 each	£18 (5.55% of which

Chargor	Name of company in which shares are held	Number of shares held and class of shares	Issued share capital and percentage of issued share capital held by Chargor
(Walsall) Limited	Finance Limited		owned by Chargor)
Baldwins Corporate Finance Limited	Baldwins Corporate Services Limited	1 C ordinary share of £1.00 each	£16 (6.25% of which owned by Chargor)
Baldwins (Wolverhampton) Limited (previously Baldwin Gravestock & Owen Limited)	Baldwins Corporate Services Limited	1 D ordinary share of £1.00 each	£16 (6.25% of which owned by Chargor)
Baldwins (Tamworth) Limited	Baldwins Corporate Services Limited	1 L ordinary share of £1.00 each	£16 (6.25% of which owned by Chargor)
Baldwins (Walsall) Limited	Baldwins Corporate Services Limited	1 M ordinary share of £1.00 each	£16 (6.25% of which owned by Chargor)
Baldwins (North East) Limited	Baldwins (Crook) Limited	1 ordinary shares £1.00 each	£1 (wholly owned by Chargor)
	Baldwins (Seaton Burn) Limited (previously Baldwins (Ponteland) Limited)	1 ordinary share of £1.00 each	£1 (wholly owned by Chargor)
	Baldwins (Portobello) Limited	1 ordinary share of £1.00 each	£1 (wholly owned by Chargor)
	Taylor Rowlands Limited	6 ordinary share of £1.00 each	£6 (wholly owned by Chargor)
	Baldwins Restructuring & Insolvency Limited	1 ordinary share of £1.00 each	£1 (wholly owned by Chargor)
	Baldwins (Wynyard) Limited	1 ordinary share of £1.00 each 1 D ordinary share of £1.00 each	£6 (33.33% of which owned by Chargor)
	Baldwins (Hexham) Limited	16 ordinary shares of £1.00 each	£16 (wholly owned by Chargor)
	Baldwins (Jesmond) Limited	1 ordinary share of £1.00 each	£1 (wholly owned by Chargor)
	Baldwins (Guisborough) Limited	1 ordinary share of £1.00 each	£1 (wholly owned by Chargor)
CLB Coopers Limited (previously	CLB Coopers Services Limited	2 ordinary shares of £1.00 each	£2 (wholly owned by Chargor)

Chargor	Name of company in which shares are held	Number of shares held and class of shares	Issued share capital and percentage of issued share capital held by Chargor
Baldwins (North-West) Limited)			
Taylor Rowlands Limited	Baldwins (Alnwick) Limited (previously The Alnwick Accountants Limited)	669 ordinary shares of £1.00 each 20 A ordinary shares of £1.00 each	£689 (wholly owned by Chargor)
Baldwins (Nottingham) Limited	Baldwins Corporate Finance Limited	1 J ordinary share of £1.00 each	£18 (5.55% of which owned by Chargor)
	Baldwins Corporate Services Limited	1 G ordinary share of £1.00 each	£16 (6.25% of which owned by Chargor)
Baldwins Bidco Limited	Baldwins Holdings Limited	592,803 ordinary shares of £1.00 each 825 A ordinary shares of £1.00 each 385,000 B ordinary shares of £1.00 each 15,200 C ordinary shares of £1.00 each	£993,828 (wholly owned by Chargor)
Baldwins (Tamworth) Limited	Finnieston Berry Partnership Limited	100 ordinary shares of £1.00 each 10 A ordinary shares of £0.05 each 10 B ordinary shares of £0.05 each	£101 (wholly owned by Chargor)
Baldwins (Nottingham) Limited	Minshalls Limited	100 ordinary shares of £1 each	£100 (wholly owned by Chargor)
Baldwin McCranor Limited	Baldwins (Coventry) Limited	7,500 ordinary shares of £1.00 each 750 A ordinary shares of £1.00 each 1,100 B ordinary shares of £1.00 each 2,666 A preference shares of £1.00 each	£12,016 (wholly owned by Chargor)
	Baldwins Corporate Finance Limited	1 ordinary share of £1.00	£18 (5.55% of which owned by Chargor)
	Baldwins Corporate Services Limited	1F ordinary share of £1.00	£16 (6.25% of which owned by Chargor)
Kar Norway Holdco AS	CogitalGroup IP Limited	100 ordinary shares of £1.00 each	£100.00 (wholly owned by the Chargor)

BANK ACCOUNTS

Chargor	Name of Bank	Account Number	Sort code
Blick Rothenberg Limited	HSBC	■■■■1831	■■■■-05
Blick Rothenberg Limited	Barclays	■■■■3820	■■■■-47
Blick Rothenberg Global Business Services Limited	Barclays	■■■■4807	■■■■-47
Baldwins (Wolverhampton) Limited (previously Baldwin Gravestock & Owen Limited)	HSBC Bank	■■■■4216	■■■■18
Baldwins (Crook) Limited	HSBC Bank	■■■■5751	■■■■18
Baldwins (Evesham) Limited	HSBC Bank	■■■■2577	■■■■18
Baldwins (Hexham) Limited	HSBC Bank	■■■■9809	■■■■18
Baldwins Holdings Limited	HSBC Bank	■■■■3880	■■■■18
Baldwins (North East) Limited	HSBC Bank	■■■■4186	■■■■18
Baldwins (Nottingham) Limited	HSBC Bank	■■■■4291	■■■■18
Baldwins (Seaton Burn) Limited (previously Baldwins (Ponteland) Limited)	HSBC Bank	■■■■8742	■■■■18
Baldwins (Portobello) Limited	HSBC Bank	■■■■6456	■■■■18
Baldwins (Tamworth) Limited	HSBC Bank	■■■■4607	■■■■18
Baldwins (Walsall) Limited	HSBC Bank	■■■■4356	■■■■18
Baldwins (Worcester) Limited	HSBC Bank	■■■■4798	■■■■18
Baldwins (Wynyard) Limited	HSBC Bank	■■■■4836	■■■■18
Baldwins Corporate Finance Limited	HSBC Bank	■■■■7355	■■■■18
Baldwins Corporate Services Limited	HSBC Bank	■■■■7304	■■■■18
Baldwins Restructuring & Insolvency Limited	HSBC Bank	■■■■5042	■■■■18
CLB Coopers Limited (previously Baldwins (North-West) Limited)	HSBC Bank	■■■■0228	■■■■18
Taylor Rowlands Limited	HSBC Bank	■■■■9957	■■■■18
Baldwins (Alnwick) Limited (previously The Alnwick Accountants Limited)	HSBC Bank	■■■■9329	■■■■18

Chargor	Name of Bank	Account Number	Sort code
Baldwins (Guisborough) Limited	HSBC Bank	■■■■4127	■■■■18
Baldwins (Kettering) Limited	HSBC Bank	■■■■4550	■■■■18
Baldwins (Cannock) Limited (previously Baldwins (Bicester) Limited)	HSBC Bank	■■■■4909	■■■■18
Baldwins (Jesmond) Limited	HSBC Bank	■■■■4135	■■■■18
CLB Coopers Services Limited	Royal Bank of Scotland	■■■■9019	■■■■11
Finnieston Berry Partnership Limited	NatWest	■■■■2234	■■■■35
Finnieston Berry Partnership Limited	NatWest	■■■■2242	■■■■35
Minshalls Limited	HSBC Bank	■■■■6717	■■■■06
Minshalls Limited	HSBC Bank	■■■■3182	■■■■06
Baldwins (Coventry) Limited	HSBC Bank	■■■■6790	■■■■-18
KTS Owens Limited	HSBC Bank	■■■■6364	■■■■-18
Davisons Limited	HSBC Bank	■■■■2351	■■■■-18
Campbell Dallas Limited	HSBC Bank	■■■■8648	■■■■-18
Baldwin McCranor Limited	HSBC Bank	■■■■4550	■■■■-18

CASH COLATERAL ACCOUNTS

None at the date of this Deed.

RELEVANT CONTRACTS

Chargor	Currency and amount
Blick Rothenberg Global Business Services Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Blick Rothenberg Global Business Services Limited from time to time
CogitalGroup IP Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by CogitalGroup IP Limited from time to time

Chargor	Currency and amount
Baldwins (Wolverhampton) Limited (previously Baldwin Gravestock & Owen Limited)	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Wolverhampton) Limited (previously Baldwin Gravestock & Owen Limited) from time to time
Baldwins (Cannock) Limited (previously Baldwins (Bicester) Limited)	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Cannock) Limited (previously Baldwins (Bicester) Limited) from time to time
Baldwins (Crook) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Crook) Limited from time to time
Baldwins (Evesham) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Evesham) Limited from time to time
Baldwins (Guisborough) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Guisborough) Limited from time to time
Baldwins (Hexham) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Hexham) Limited from time to time
Baldwins Holdings Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins Holdings Limited from time to time
Baldwins (Jesmond) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Jesmond) Limited from time to time
Baldwins (Kettering) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Kettering) Limited from time to time
Baldwins (North East) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (North East) Limited from time to time
Baldwins (Nottingham) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Nottingham) Limited from time to time
Baldwins (Seaton Burn) Limited (previously Baldwins (Ponteland) Limited)	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Seaton Burn) Limited (previously Baldwins (Ponteland) Limited) from time to time

Chargor	Currency and amount
Baldwins (Portobello) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Portobello) Limited from time to time
Baldwins (Tamworth) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Tamworth) Limited from time to time
Baldwins (Walsall) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Walsall) Limited from time to time
Baldwins (Worcester) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Worcester) Limited from time to time
Baldwins (Wynyard) Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Wynyard) Limited from time to time
Baldwins Corporate Finance Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins Corporate Finance Limited from time to time
Baldwins Corporate Services Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins Corporate Services Limited from time to time
Baldwins Restructuring & Insolvency Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins Restructuring & Insolvency Limited from time to time
CLB Coopers Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by CLB Coopers Limited from time to time
CLB Coopers Services Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by CLB Coopers Services Limited from time to time
Taylor Rowlands Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Taylor Rowlands Limited from time to time
Baldwins (Alnwick) Limited (previously The Alnwick Accountants Limited)	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Baldwins (Alnwick) Limited (previously The Alnwick Accountants Limited) from time to time
Finnieston Berry Partnership Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Finnieston Berry

Chargor	Currency and amount
	Partnership Limited from time to time
Minshalls Limited	Any loan or credit made available to, or any other financial arrangement having a similar effect made with, one or more members of the Group by Minshalls Limited from time to time
Kaw Norway Holdco AS	All GBP amounts owed under intercompany loans by Kar Norway Holdco AS as lender to Baldwins Bidco Limited as borrower.

REAL PROPERTY

None at the date of this Deed.

MATERIAL INTELLECTUAL PROPERTY

Proprietor	Trademark	Jurisdiction	Class	Reg. number / date	Number	Renewal Date
CogitalGroup IP Limited	COGITAL	EU	35 & 36	21/01/2016	014597926	25/09/2025

INSURANCES

Chargor	Policy number	Insurer	Cover policy
Blick Rothenberg Limited	FINPU1600174	Aviva Insurance Limited	Professional indemnity
Blick Rothenberg Limited	FINPU1600175	Aviva Insurance Limited	Professional indemnity
Blick Rothenberg Limited	FINPU1600176	Aviva Insurance Limited	Professional indemnity
Cogital BR Bidco Limited	FINPU1600174	Aviva Insurance Limited	Professional indemnity
Cogital BR Bidco Limited	FINPU1600175	Aviva Insurance Limited	Professional indemnity
Cogital BR Bidco Limited	FINPU1600176	Aviva Insurance Limited	Professional indemnity
Baldwins Holdings Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins Holdings Limited	BM 6820707 MLP	AXA Insurance	Combined Liability – Employers’ Liability and Public and Products Liability
Baldwins Holdings Limited	P167152 82365172	Chubb Insurance Company of Europe SE	Professional Indemnity
Baldwins Holdings Limited	82413762	Chubb Insurance Company of Europe SE	Management Liability
Baldwins Holdings Limited	64828430	Chubb Insurance Company of Europe SE	Personal accident
Baldwins Holdings Limited	BV/26499005	Allianz insurance Plc	Commercial Motor Fleet
Baldwins Holdings Limited	BALDW-3/CM/10007	Active Auto Solutions Ltd	Uninsured Loss Recovery

Baldwins Holdings Limited	82479694	Chubb Insurance Company of Europe SE	Cyber Insurance
Baldwins Holdings Limited	112016	Arag plc	Legal Expenses
Baldwins (Cannock) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Cannock) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins Corporate Finance Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins Corporate Finance Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins Corporate Services Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins Corporate Services Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Crook) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Crook) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Evesham) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Evesham) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Guisborough) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Guisborough) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Wolverhampton) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Wolverhampton) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Hexham) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Hexham) Limited	35926360	Chubb Insurance Company of	Commercial combined

		Europe SE	(buildings and contents)
Baldwins (Jesmond) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Jesmond) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Kettering) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Kettering) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (North East) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (North East) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Nottingham) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Nottingham) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Seaton Burn) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Seaton Burn) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Portobello) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Portobello) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins Restructuring & Insolvency Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins Restructuring & Insolvency Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Tamworth) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Tamworth) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Walsall) Limited	82365172	Chubb European Group Limited	Professional Indemnity

Baldwins (Walsall) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Worcester) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Worcester) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Wynyard) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Wynyard) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
CLB Coopers Limited	82365172	Chubb European Group Limited	Professional Indemnity
CLB Coopers Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
CLB Coopers Services Limited	82365172	Chubb European Group Limited	Professional Indemnity
CLB Coopers Services Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Finnieston Berry Partnership Limited	82365172	Chubb European Group Limited	Professional Indemnity
Finnieston Berry Partnership Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Minshalls Limited	82365172	Chubb European Group Limited	Professional Indemnity
Minshalls Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Taylor Rowlands Limited	82365172	Chubb European Group Limited	Professional Indemnity
Taylor Rowlands Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Alnwick) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Alnwick) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Davisons Limited	82365172	Chubb European Group	Professional Indemnity

		Limited	
Davisons Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
KTS Owens Thomas Limited	82365172	Chubb European Group Limited	Professional Indemnity
KTS Owens Thomas Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Campbell Dallas Limited	82365172	Chubb European Group Limited	Professional Indemnity
Campbell Dallas Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwins (Coventry) Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwins (Coventry) Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)
Baldwin McCranor Limited	82365172	Chubb European Group Limited	Professional Indemnity
Baldwin McCranor Limited	35926360	Chubb Insurance Company of Europe SE	Commercial combined (buildings and contents)

SIGNATORIES

The Chargors

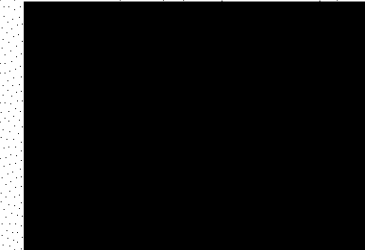
EXECUTED AS A DEED by
Baldwins Bidco Limited
acting by

Director
Witness

ALYN NORTH
NAOMI FRODLAND

Notice Details
Address:

)
)
)



22 Grenville Street
St Helier
Jersey
JE4 8PX
Channel Islands

Facsimile:
Attention:

The Directors

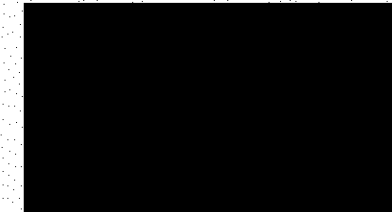
EXECUTED AS A DEED by
Baldwins Holdco Limited
acting by

Director
Witness

ALYN NORTH
NAOMI FRODLAND

Notice Details
Address:

)
)
)



22 Grenville Street
St Helier
Jersey
JE4 8PX
Channel Islands

Facsimile:
Attention:

The Directors

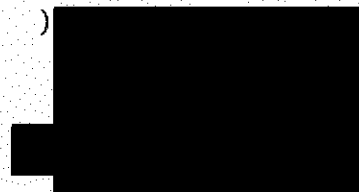
EXECUTED AS A DEED by
Cogital BR Bidco Limited
acting by

Director
Witness

ALYN NORTH
NAOMI FRODLAND

Notice Details
Address:

)
)
)



22 Grenville Street
St Helier
Jersey
JE4 8PX
Channel Islands

Facsimile:

EXECUTED AS A DEED by
Blick Rothenberg Limited
acting by

Director
Witness

- *Phylla H Pilkington*

Notice Details
Address:

16 Great Queen Street
Covent Garden
London
WC2B 5AH

Facsimile:
Attention:

The Directors

EXECUTED AS A DEED by
Cogital Group IP Limited
acting by

Director
Witness

Notice Details
Address:

11th Floor Whitefriars
Lewins Mead
Bristol
BS1 2NT

Facsimile:
Attention:

The Directors

EXECUTED AS A DEED by
**Blick Rothenberg Global Business Services
Limited**
acting by

Director
Witness

Phylla H Pilkington

Notice Details
Address:

16 Great Queen Street
Covent Garden
London
WC2B 5AH

Facsimile:
Attention:

+44 20 7935 6852
The Directors

EXECUTED AS A DEED by
Blick Rothenberg Limited
acting by

)
)
)

Director
Witness

Notice Details
Address:

16 Great Queen Street
Covent Garden
London
WC2B 5AH

Facsimile:
Attention:

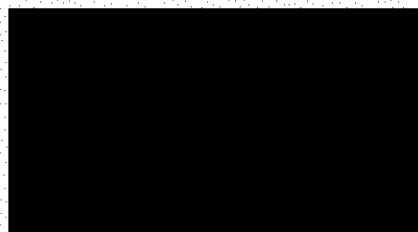
The Directors

EXECUTED AS A DEED by
Cogital Group IP Limited
acting by

)
)
)

Director
Witness

ALYN NORTH
NADIM ANOLAH



Notice Details
Address:

11th Floor Whitefriars
Lewins Mead
Bristol
BS1 2NT

Facsimile:
Attention:

The Directors

EXECUTED AS A DEED by
**Blick Rothenberg Global Business Services
Limited**
acting by

)
)
)

Director
Witness

Notice Details
Address:

16 Great Queen Street
Covent Garden
London
WC2B 5AH
+44 20 7935 6852
The Directors

Facsimile:
Attention:

EXECUTED AS A DEED by
Baldwins (Wolverhampton) Limited (previously
Baldwin Gravestock & Owen Limited)
acting by

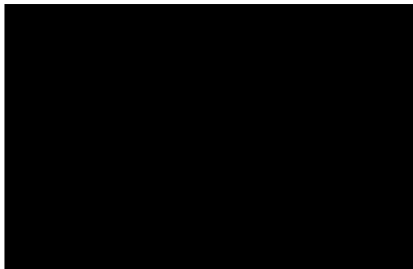
Director *Stephen Southall*
Witness *DONNA WOOD*

Notice Details
Address:

Facsimile:
Attention:

)
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)

Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors



EXECUTED AS A DEED by
Baldwins (Cannock) Limited (previously
Baldwins (Bicester) Limited)
acting by

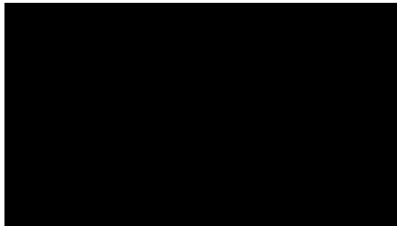
Director *Stephen Southall*
Witness *DONNA WOOD*

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors



EXECUTED AS A DEED by
Baldwins (Crook) Limited
acting by

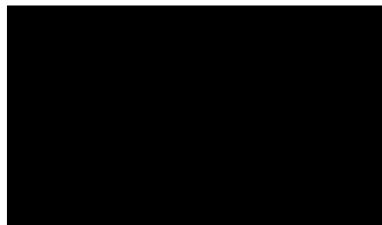
Director *Stephen Southall*
Witness *DONNA WOOD*

Notice Details
Address:

Facsimile:
Attention:

)
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)

Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors



EXECUTED AS A DEED by
Baldwins (Evesham) Limited
acting by

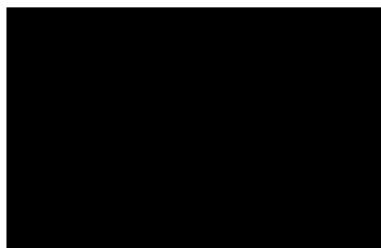
Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

)
)
)



Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Guisborough) Limited
acting by

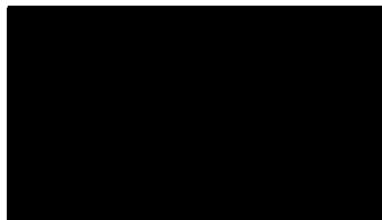
Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

)
)
)



Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Hexham) Limited
acting by

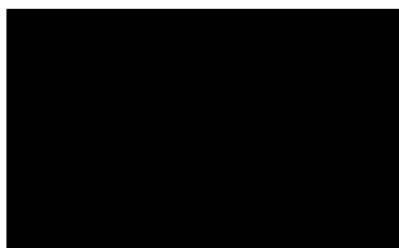
Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins Holdings Limited
acting by

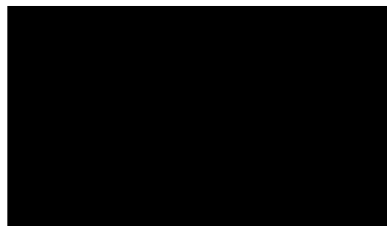
Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Jesmond) Limited
acting by

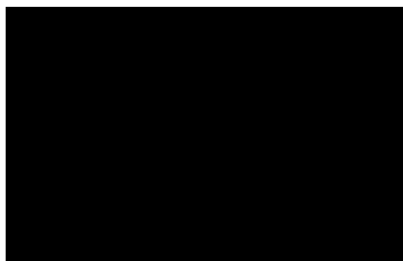
Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Kettering) Limited
acting by

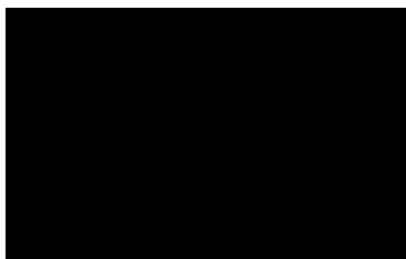
Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwin McCranor Limited
acting by

Director

Witness

STEPHEN SOUTHAU
DONNA WOOD

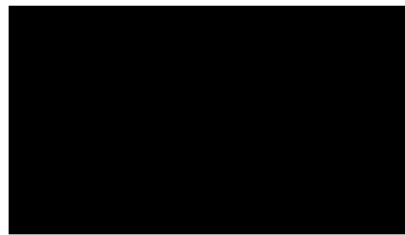
Notice Details

Address:

Facsimile:

Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (North East) Limited
acting by

Director

Witness

STEPHEN SOUTHAU
DONNA WOOD

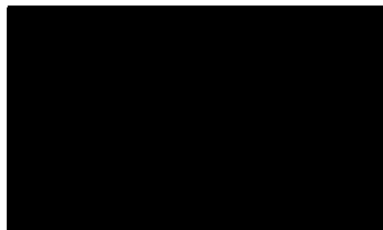
Notice Details

Address:

Facsimile:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Nottingham) Limited
acting by

Director

Witness

STEPHEN SOUTHAU
DONNA WOOD

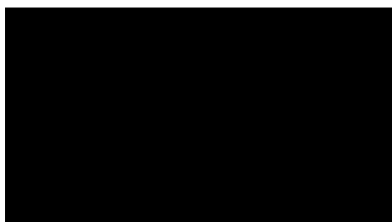
Notice Details

Address:

Facsimile:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
**Baldwins (Seaton Burn) Limited (previously
Baldwins (Ponteland) Limited)**
acting by

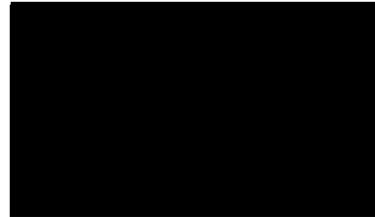
Director
Witness

STEPHEN SOUTNALL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Portobello) Limited
acting by

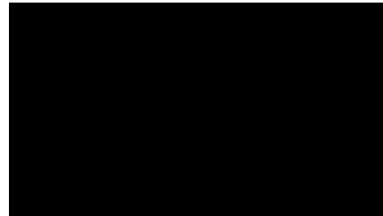
Director
Witness

STEPHEN SOUTNALL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Tamworth) Limited
acting by

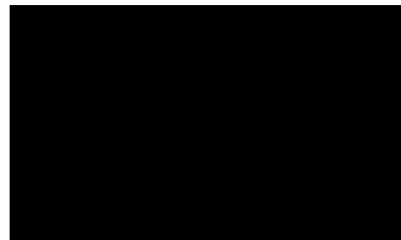
Director
Witness

STEPHEN SOUTNALL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Walsall) Limited
acting by

Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Worcester) Limited
acting by

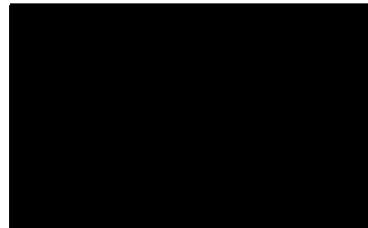
Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins (Wynyard) Limited
acting by

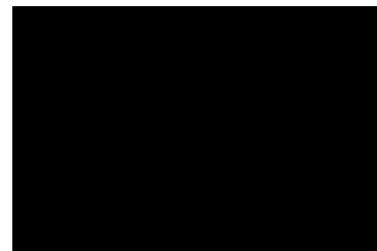
Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins Corporate Finance Limited
acting by

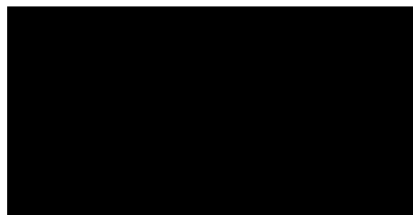
Director
Witness

STEVEN SOUTHAU
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins Corporate Services Limited
acting by

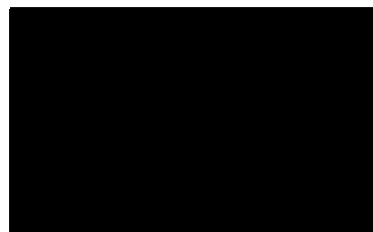
Director
Witness

STEVEN SOUTHAU
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Baldwins Restructuring & Insolvency Limited
acting by

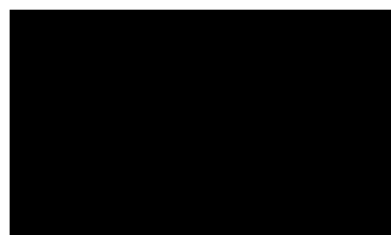
Director
Witness

STEVEN SOUTHAU
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
CLB Coopers Limited
acting by

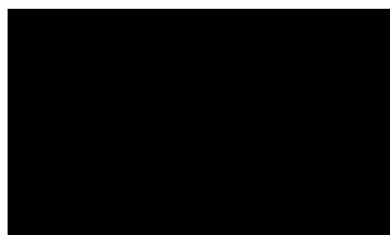
Director
Witness

STEPHEN SOUTHALL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
CLB Coopers Services Limited
acting by

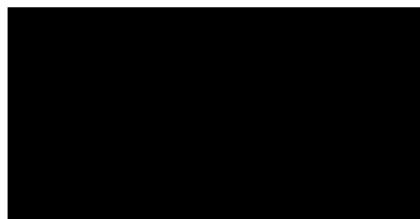
Director
Witness

STEPHEN SOUTHALL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Taylor Rowlands Limited
acting by

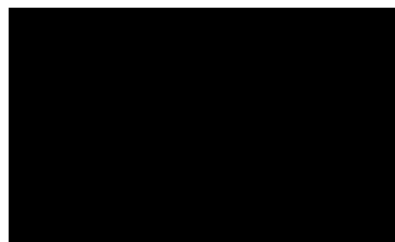
Director
Witness

STEPHEN SOUTHALL
DONNA WOOD

Notice Details
Address:

Facsimile:
Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
**Baldwins (Alnwick) Limited (previously The
Alnwick Accountants Limited)**
acting by

Director

Witness

STEPHEN SOUTHALL
DONNA WOOD

Notice Details

Address:

Facsimile:

Attention:

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Churchill House
59 Lichfield Street
Walsall WS4 2BX
01922 724318
The Directors

EXECUTED AS A DEED by
Finnieston Berry Partnership Limited
acting by

Director

Witness

STEPHEN SOUTHALL
DONNA WOOD

Notice Details

Address:

Facsimile:

Attention:

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Churchill House
59 Lichfield Street
Walsall
WS4 2BX

01922 724318

The Directors

EXECUTED AS A DEED by
Minshalls Limited
acting by

Director

Witness

STEPHEN SOUTHALL
DONNA WOOD

Notice Details

Address:

Attention:

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Churchill House
59 Lichfield Street
Walsall
WS4 2BX

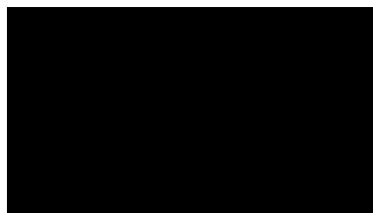
The Directors

EXECUTED AS A DEED by
Baldwins (Coventry) Limited
acting by

Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

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Notice Details
Address:

Churchill House
59 Lichfield Street
Walsall
WS4 2BX

Attention:

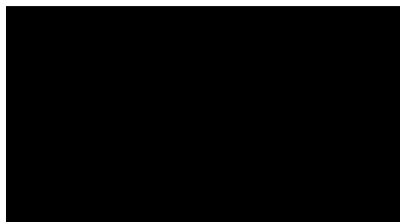
The Directors

EXECUTED AS A DEED by
Campbell Dallas Limited
acting by

Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

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Notice Details
Address:

Churchill House
59 Lichfield Street
Walsall
WS4 2BX

Attention:

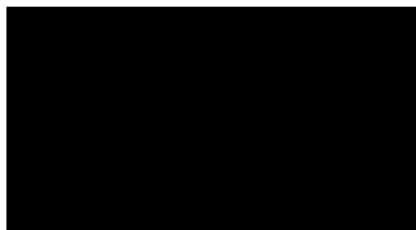
The Directors

EXECUTED AS A DEED by
Davisons Limited
acting by

Director
Witness

STEPHEN SOUTHWELL
DONNA WOOD

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Notice Details
Address:

Churchill House
59 Lichfield Street
Walsall
WS4 2BX
The Directors

Attention:

EXECUTED AS A DEED by
KTS Owens Thomas Limited
acting by

Director
Witness

STEVEN SOUTHALL
DONNA WOOD

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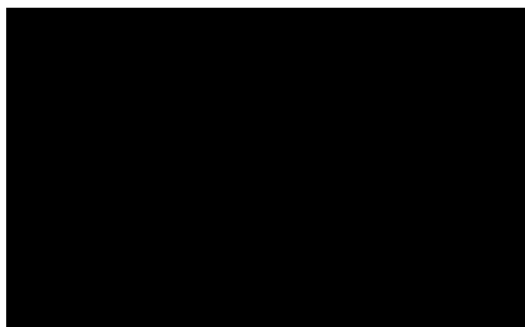
Notice Details
Address:

Churchill House
59 Lichfield Street
Walsall
WS4 2BX
The Directors

Attention:

EXECUTED AS A DEED by
Kar Norway Holdco AS
acting by

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Director
Witness

Notice Details
Address:

Postboks 342 Sentrum
0101 Oslo

Attention:

Roar Wiik Andreassen

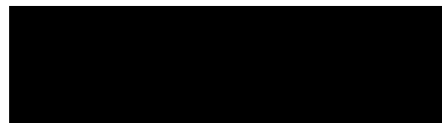
Security Agent

DNB BANK ASA

By:



FINN KR. REINERTSEN



Anne Marte Hellebostad
Advisor