

MG01

Particulars of a mortgage or charge

084357/13.



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT**  
You cannot use this form to register  
particulars of a charge for a  
company. To do this, please use  
form MG01s

SATURDAY



A08

\*A21C3KYJ\*

02/02/2013

#124

COMPANIES HOUSE

**1 Company details**

Company number 03373762

Company name in full Cepac Limited (the "Mortgagor")

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 Date of creation of charge**

Date of creation 03/02/2013

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Mortgage Deed (the "Mortgage") to secure own liabilities

**4 Amount secured**

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

Amount secured (a) all money and liabilities whether actual or  
contingent (including further advances made  
thereafter by the Bank which then were or at any  
time thereafter might be due, owing or incurred by  
the Mortgagor to the Bank anywhere or for which the  
Mortgagor might be or become liable to the Bank in  
any manner whatsoever without limitation (and (in  
any case) whether alone or jointly with any other  
person and in whatever style, name or form and  
whether as principal or surety and notwithstanding  
that the same may at any earlier time have been  
due, owing or incurred to some other person and  
have subsequently become due, owing or incurred to  
the Bank as a result of a transfer, assignment or  
other transaction or by operation by law),

CONTINUED

**Continuation page**

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

# MG01 - continuation page

## Particulars of a mortgage or charge

4	<b>Amount secured</b> Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>CONTINUED</b></p> <p>(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,</p> <p>(c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or the Mortgaged Assets (including any acts necessary to release the Mortgaged Assets from the Mortgage) or in enforcing the security thereby created on a full and unqualified indemnity basis, and</p> <p>(d) any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank, and</p> <p>(e) all other money and liabilities expressed to be secured by the Mortgage and all other obligations and liabilities of the Mortgagor under the Mortgage</p> <p><b>NOTE:</b></p> <p><b>In this form:</b></p> <p><b>"Agricultural Land"</b> means agricultural land within the meaning of the Agriculture Act 1947,</p> <p><b>"Chattels"</b> means all stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property,</p> <p><b>"Enfranchising Legislation"</b> means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire, or require a nominee to acquire, the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 the Leasehold Reform, Housing and Urban Development Act 1993 and the Commonhold and Leasehold Reform Act 2002 but does not include Part II of the Landlord and Tenant Act 1954,</p>	

# 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	<p>"<b>Environmental Law</b>" means all laws (statutory, common law or otherwise) including, without limitation, circulars, guidance notes and codes of practice from time to time regulating the control and prevention of pollution to land water or atmosphere and/or the carrying on of any process or activity on premises and any emissions from and all waste produced by such process or activity and any chemicals or substances relating to the same whether relating to health and safety, the work place, the environment or the provision of energy (including, without limitation, the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Environmental Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991, the Water Resources Act 1991, the Statutory Water Companies Act 1991, the Water Consolidation (Consequential Provisions) Act 1991, the Water Act 2003, the Clean Air Act 1993, the Alkali, etc , Works Regulation Act 1906, the Planning (Hazardous Substances) Act 1990, the Public Health Acts and the Radioactive Substances Act 1993 and any European Union directives or regulations regulating the same) from time to time in force and any instrument, plan, regulation, permission, authorisation, order or direction made or issued thereunder or deriving validity therefrom;</p> <p>"<b>Environmental Licence</b>" means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law,</p> <p>"<b>Insolvency Event</b>" in relation to the Mortgagor means each of the following</p> <p>(a) a meeting is convened for the purpose of considering a resolution to wind up the Mortgagor,</p> <p>(b) such a resolution as is mentioned in paragraph (a) is passed,</p> <p>(c) a meeting of the directors or members of the Mortgagor is convened for the purpose of considering a resolution to seek a winding up order, an administration order or the appointment of an administrator;</p> <p>(d) such a resolution as is mentioned in paragraph (c) is passed,</p> <p>(e) a petition for a winding up or an application for an administration order is made by the Mortgagor or its directors or members or is presented against the Mortgagor,</p> <p>(f) such an order as is mentioned in paragraph (e) is made,</p> <p>(g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Mortgagor or its directors or members or by the holder of a qualifying floating charge or a proposal is made for, or the Mortgagor becomes subject to, any voluntary arrangement,</p>	

## 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	<p>(h) a receiver (administrative or otherwise) is appointed over all or part of the Mortgagor's assets,</p> <p>(i) the Mortgagor takes part in any action (including entering into negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Mortgagor's indebtedness,</p> <p>(j) the Mortgagor proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of the Mortgagor's creditors,</p> <p>(k) the Mortgagor suspends or threatens to suspend making payments to all or some of the Mortgagor's creditors,</p> <p>(l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing, or</p> <p>(m) the Bank has reasonable grounds for believing that any of the foregoing is imminent,</p> <p><b>"Intellectual Property Rights" means</b></p> <p>(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Mortgagor is legally, beneficially or otherwise interested,</p> <p>(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Mortgagor or granted by the Mortgagor, and</p> <p>(c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Mortgagor any any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated,</p>	

## MG01 - continuation page

### Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>"Mortgaged Assets"</b> means the Mortgaged Property and all of the other assets, rights and properties assigned, mortgaged or charged under or pursuant to the Mortgage, and such expression shall include all or any part thereof;</p> <p><b>Mortgaged Chattels</b>" means all present and future Chattels belong to the Mortgagor or in which the Mortgagor has any interest;</p> <p><b>"Mortgaged Licences"</b> means all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property,</p> <p><b>"Mortgaged Property"</b> means the property, assets, rights and interests charged by clause 4 1 of the Mortgage and such expression shall include all or any part thereof,</p> <p><b>"Planning Acts"</b> means all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990 and any instrument, plan, regulation, permission and direction made or issued thereunder or deriving validity therefrom,</p> <p><b>"Prior Mortgage(s)"</b> means the prior mortgage(s) or charge(s) (if any) mentioned in the Schedule below,</p> <p><b>"Secured Obligations"</b> means</p> <p>(a) all money and liabilities and other sums hereby agreed to be paid by the Mortgagor to the Bank, and</p> <p>(b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clause 12, 13, 14, 16, 20 and 29 of the Mortgage) and all other obligations and liabilities of the Mortgagor under the Mortgage, and</p> <p><b>"Value Added Tax"</b> includes any other forms of sales or turnover tax</p>	

**MG01****Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge					
Name	Lloyds TSB Bank plc (the "Bank")					
Address	WBM Securities, Dept 5th Floor, 110 St Vincent Street, Glasgow					
Postcode	G	2		5	E	R
Name						
Address						
Postcode						

**Continuation page**

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

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

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

**Continuation page**

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

Short particulars

**4 CHARGES AND ASSIGNMENTS****4 1 The Mortgagor with full title guarantee**

(a) charges by way of legal mortgage the property specified in the Schedule below and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Bank of the Secured Obligations,

(b) charges by way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations any fixed plant and machinery from time to time on any such property as is referred to in clause 4 1(a) above and which is not included within the charge in clause 4 1(a) above, and

(c) (where any property referred to in 4 1(a) above is leasehold) charges by way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto

**4 2 The Mortgagor with full title guarantee assigns to the Bank all amounts now or hereafter owing to the Mortgagor by way of**

(a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property,

(b) licence fee by any licensee (whether present or future) of the Mortgaged Property,

**CONTINUED**

# 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

(c) service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property;

(d) rent deposit and purchase deposit, and

(e) any other amounts (including without limitation ground rents, rent charges, and dilapidations) payable by any tenant licensee or occupier (in any such case whether present or future) of the Mortgaged Property,

and in each case the proceeds thereof and all rights to recover such amounts and, subject to re-assignment on payment of the Secured Obligations

4 3 The Mortgagor with full title guarantee charges as a continuing security for the payment to the Bank of the Secured Obligations

(a) by way of fixed charge all present and future amounts owing to the Mortgagor by way of rent (but excluding ground rent, service charge and any sums payable in respect of services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),

(b) by way of fixed charge all present and future amounts owing to the Mortgagor by way of licence fees by any licensee (whether present or future) of the Mortgaged Property (and the proceeds thereof),

(c) by way of fixed charge all present and future amounts owing to the Mortgagor in respect of service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),

(d) by way of fixed charge all present and future amounts owing to the Mortgagor by way of insurance claims in connection with the Mortgaged Property (and the proceeds thereof),

(e) by way of fixed charge all present and future amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),

(f) by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on there (insofar as not charged by 4 3(a) - 4 3(e) inclusive above) (including without limitation any ground rents, rent charges, rent deposits, purchase deposits, dilapidations and monies

## 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

payable to the Mortgagor pursuant to any Enfranchising Legislation) (and in each case the proceeds thereof), and

(g) by way of floating charge all the Mortgaged Chattels

4 4 The Mortgagor with full title guarantee assigns to the Bank the goodwill of the business (if any) now or at any time hereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of the Mortgaged Licences (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations

4 5 (a) The Mortgagor with full title guarantee assigns to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations

(b) The Mortgagor shall at any time if and when required by the Bank execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property hereafter granted to secure the Secured Obligations, such assignments to be prepared by or on behalf of the Bank at the cost of the Mortgagor and to contain all such clauses for the benefit of the Bank as the Bank may require

4 6 Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property

(a) the Mortgagor with full title guarantee charges by way of fixed charge the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (hereinafter called the "Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations, and

(b) subject to the rights of the holder(s) for the time being of any Prior Mortgage(s), the Mortgagor shall (if the Bank so requires) transfer the Share(s) to the Bank or as the Bank shall direct and shall deposit the certificate(s) relating to the Share(s) with the Bank

4 7 The Mortgagor with full title guarantee assigns to the Bank the Intellectual Property Rights that arose in connection with the business (if any) at the date of the Mortgage or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations



## 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

4 8 If there are two or more parties comprised in the expression the "Mortgagor", each of such parties with full title guarantee hereby charges and assigns all such party's estate, rights, title and interest in the Mortgaged Assets to secure payment of the Secured Obligations

4 9 The security hereby constituted shall extend to all beneficial interests of the Mortgagor in the Mortgaged Assets and to any proceeds of sale or other realisation thereof or of any part thereof.

4 10 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Mortgage

**The Mortgage contains the following:**

#### **NOTE 1 - CLAUSE 5 - RESTRICTIONS AND WARRANTIES**

5 1 The Mortgagor shall not without the prior written consent of the Bank

(a) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (other than the Mortgaged Chattels) subject as provided in clause 5 5(a) of the Mortgage,

(b) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business,

(c) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s) and a lien over any Chattels arising by operation of law in the ordinary course of the Mortgagor's business as conducted during the 12 months preceding the date when the lien first came into existence) over all or any part of the Mortgaged Assets, or

(d) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 5 1(c) above

5 2 The Mortgagor hereby requests the Chief Land Registrar to register the following restriction on the Proprietorship Register of any registered land forming part of the Mortgaged Property

#### **"RESTRICTION**

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 01 February 2013 in favour of Lloyds TSB Bank

## 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

plc referred to in the Charges Register "

5 5(b) The Mortgagor shall pay into its account or accounts with the Bank

(1) the rents, fees, service charges, sums, deposits and other amounts referred to in 4 2 above and the proceeds thereof, and

(11) the proceeds of the book and other debts, monetary claims and choses in action, rentals and other payment referred to in 4 3 above

provided that (where relevant) the Bank shall be deemed to receive the rentals and other amounts referred to in 4 2 and 4 3 (a) - (f) above pursuant to the assignment or fixed charge respectively contained therein and not pursuant to the charges over the Mortgaged Property or as mortgagee in possession

5 5(c) The Mortgagor declares that all such proceeds received or obtained by the Mortgagor or on the Mortgagor's behalf but which are not so paid or transferred into that account or accounts shall be received and held by the Mortgagor on trust for the Bank

#### NOTE 2- CLAUSE 6 - FURTHER ASSURANCE

6 1 The Mortgagor shall at any time if and when required by the Bank execute and deliver to the Bank or as the Bank shall direct such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation as the Bank shall require of and on all or any of the Mortgaged Assets to secure payment of the Secured Obligations Such assignments, mortgages, securities, charges agreements or other legal documentation shall be prepared by or on behalf of the Bank at the cost of the Mortgagor and shall contain all such clauses for the benefit of the Bank as the Bank may require including without limitation if so required by the Bank, in the case of a mortgage or charge on the Mortgaged Property, any such clauses as are contained in any of the Bank's standard forms of mortgage from time to time

6 2 The Mortgagor shall at any time if and when required by the Bank and at the Mortgagor's cost give notice to such persons as the Bank may require of the assignments, mortgages and charges hereby effected and any such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation, and shall take do or execute such steps, acts, deeds, documents and things as the Bank may consider necessary or desirable to give effect to and procure the perfection, of the security intended to be granted by the Mortgage or any such further legal or other assignments, mortgages, securities, charges, agreements or other legal documentation

#### NOTE 3 - CLAUSE 7 - BANK'S POWERS OF SALE AND LEASING

**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

7.1 (a) The powers and remedies conferred on mortgagees by the Law of Property Act 1925 shall apply to this Mortgage but without the restriction on the exercise of the power of sale imposed by Section 103 of that Act and the statutory powers of leasing conferred on the Bank shall be extended so as to authorise the Bank to lease and make agreements for leases at a premium or otherwise and to accept surrenders of leases and grant options as the Bank shall think expedient, without the need to observe any of the provisions of Sections 99 and 100 of the said Act

(b) The Bank in exercising its statutory power of sale and any receiver appointed by the Bank in exercising his powers under the Mortgage shall be at liberty to sell at such price and on such terms and conditions as it or he in its or his sole discretion thinks fit, and shall not be under any duty or obligation to obtain the best or any particular price.

(c) Neither the Bank nor any such receiver shall be liable to the Mortgagor or any other person for any loss, damage, cost, expense or liability which the Mortgagor or any such person may suffer or incur as a direct or indirect result of the Bank exercising its statutory power of sale, as hereby varied or extended, or such receiver exercising his powers under the Mortgage

**NOTE 4 - CLAUSE 9 - APPOINTMENT OF AN ADMINISTRATOR AND APPOINTMENT AND POWERS OF A RECEIVER**

9 1 At any time after the Bank shall have demanded payment of any of the Secured Obligations or the Mortgagor shall have requested it so to do or an Insolvency Event shall have occurred (upon the happening of which the security created by the Mortgage shall be immediately enforceable) the Bank shall have power in writing under the hand of any official of the Bank authorised by the Bank from time to time, or any person authorised by any such official in writing, to appoint, any person or persons as the Bank thinks fit to be, where so entitled as referred to in sub clause 28 10 of the Mortgage, an administrator or joint administrators or several administrators or joint and several administrators of the Mortgagor or alternatively a receiver or joint receivers or several receivers or joint and several receivers of the Mortgaged Assets to act, in the case of two or more receivers, jointly, severally or jointly and severally in relation to any part of the Mortgaged Assets and to the extent permitted by law similarly to remove any such receiver and to appoint another or others in his place

9 2 If the Bank excludes any part of the Mortgaged Assets from the appointment of any receiver, the Bank may subsequently extend that appointment (or that of any receiver replacing such receiver) to such excluded part of the Mortgaged Assets

9 3 Any such receiver at the cost of the Mortgagor may, in the name of or on behalf of the Mortgagor or at his option in the name of the Bank (but

**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

only with the specific approval in writing of the Bank) or at his option in his own name (and in any case notwithstanding any administration or liquidation of the Mortgagor), do or omit to do anything which the Mortgagor could do or omit to do in relation to the Mortgaged Assets or the Chattels or any of them and (in addition) may exercise in relation thereto all or any of the powers specified in Schedule 1 to the Insolvency Act 1986 (notwithstanding that such receiver may not be an administrative receiver), and in particular (but without prejudice to the generality of the foregoing) the powers set out in clause 9 3 of the Mortgage

**NOTE 5 - CLAUSE 15 - POWER OF ATTORNEY**

15 1 For the purpose of securing the payment of the Secured Obligations and for securing any proprietary interest which the Bank has in any of the Mortgaged Assets, the Mortgagor irrevocably appoints the Bank and the persons deriving title under it, and its and their substitutes and any receiver or receivers appointed under the Mortgage (the "Attorney") jointly and also severally to be the Mortgagor's true and lawful attorney For the purposes aforesaid the Attorney shall have the right to do anything which the Mortgagor may lawfully do and all the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing

(a) the right to do anything to procure or carry out the performance of the Mortgagor's obligations under the Mortgage and anything to facilitate the exercise of the Bank's rights under the Mortgage,

(b) the right to act in the name of the Mortgagor,

(c) the right to delegate and sub-delegate any or all of the rights of the Attorney, and

(d) the right to sign, execute, seal, deliver and otherwise perfect

(i) any documents or instruments which the Bank or any receiver may require for perfecting the title of the Bank to the Mortgaged Assets or for vesting the same in the Bank, its nominees or any purchaser, and

(ii) any further security documentation referred to in clause 6 of the Mortgage

15 2 The Mortgagor ratifies and shall ratify everything done or purported to be done by the Attorney

**CONTINUED**

# 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

#### NOTE 6 - THE SCHEDULE

#### THE MORTGAGED PROPERTY

The property known as or being      The property is Freehold ☒ Leasehold ☒

Land and buildings on the North and South  
sides of Paper Mill Road, Rawcliffe  
Bridge, Goole, DN14 8SL

☒

Including the entirety of the property comprised in the document(s)  
particulars of which are set out below

Date	Description (Conveyance, Lease, Assignment, Assent etc)	Parties

Title No(s)  
YEA30653

Administrative Area  
East Riding of Yorkshire

# MG01

## Particulars of a mortgage or charge

7

### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8

### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

### Signature

Please sign the form here

Signature

Signature

X *HM Dickinson LLP*

X

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

# MG01

## Particulars of a mortgage or charge

### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Victoria Sham**

Company name **Hill Dickinson LLP**

Address **The Balance**

**Pinfold Street**

Post town **Sheffield**

County/Region **South Yorkshire**

Postcode **S 1 2 G U**

Country **United Kingdom**

DX **10525 Sheffield**

Telephone **0114 229 7907**

### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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

### Important information

**Please note that all information on this form will appear on the public record.**

### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'.

### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



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

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

**COMPANY NO. 3373762  
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DATED 1 FEBRUARY  
2013 AND CREATED BY CEPAC LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 2 FEBRUARY 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 FEBRUARY  
2013**

*De*



**Companies House**



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