

MR01

Particulars of a charge

020592/39
IRIS Laserform

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


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

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

X **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR09

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

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

 You must enclose a certified copy of the instrument with this form
scanned and placed on the public record



LD4 10/01/2014 #20
COMPANIES HOUSE

1 **Company details**

Company number 0 4 3 1 5 0 8 6

Company name in full Closures Limited

114 For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 **Charge creation date**

Charge creation date 0 3 0 1 2 0 1 4

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

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

Name Goldman Sachs Bank USA as security trustee for
itself and the other secured parties

Name

Name

Name

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

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

'Intellectual Property' means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist (see clause 1.1 of the attached Debenture)

A fixed charge is given over all of the Chargor's rights, title and interest in the Intellectual Property (see clause 2.3 (a)(ii) of the attached Security Accession Deed)

Please see continuation sheet regarding Properties

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

MR01 - continuation page

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

The Chargor has given fixed security over the freehold 'Property' at Oakham Business Park, Hamilton Way/Hermitage Lane, Mansfield, Nottinghamshire with title number NT 460601, as well as the leasehold 'Property' at the same address, with title numbers NT 462491, NT 425039 and NT 385494 respectively Please see Schedule 1 to the attached Security Accession Deed

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

hadden & wadding

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Aoife McCabe**

Company name
Latham & Watkins

Address **99 Bishopsgate**

Post town **London**

County/Region

Postcode

E	C	2	M	3	X	F
---	---	---	---	---	---	---

Country

DX

Telephone **02077104530**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4315086

Charge code: 0431 5086 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd January 2014 and created by CLOSURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2014.

Given at Companies House, Cardiff on 15th January 2014



Companies House



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

We hereby certify this to be a true copy of the original

Latham & Watkins

LATHAM & WATKINS

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on January 3, 2014

BETWEEN

- (1) **Closures Limited**, a company incorporated in England and Wales with registered number 04315086 (the “**New Chargor**”), and
- (2) **Goldman Sachs Bank USA** as security trustee for itself and the other Secured Parties (the “**Collateral Agent**”)

RECITAL

This deed is supplemental to a debenture dated 8 November 2013 between, amongst others, the Parent, the Chargors named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”)

NOW THIS DEED WITNESSES as follows

1 INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

2 ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor

2.2 Covenant to pay

The New Chargor as primary obligor covenants with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Specific Security

- (a) The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest
 - (i) by way of first legal mortgage all Property now belonging to or vested in it (including any property specified in Schedule 2 (*Properties*)), and
 - (ii) by way of fixed charge

- (A) all other interests (not charged under Clause 2 3(a)) in any Property and the benefit of all other agreements relating to land,
- (B) all of its rights, title and interest in the Intellectual Property,
- (C) all of its rights, title and interest in the Equipment,
- (D) all the Investments, Shares and all corresponding Related Rights;
- (E) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
- (F) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
- (G) all monies standing to the credit of the Operating Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,
- (H) all rights and interest in the Hedging Agreements,
- (I) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
- (J) its goodwill and uncalled capital; and
- (K) if not effectively assigned by Clause 2 4 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies.

2 4 Security Assignment

As further security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Collateral Agent all its rights, title and interest in the Insurance Policies (subject in each case to reassignment by the Collateral Agent to the new Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations)

2 5 Floating charge

As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights

3 CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

4 NEGATIVE PLEDGE

Clause 5 (*Negative Pledge*) of the Debenture shall be deemed to be incorporated in full in this deed

5 **CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed

6 **NOTICES**

The New Chargor confirms that its address details for notices in relation to Clause 22 (*Notices*) of the Debenture are as follows

Address 2 Park Street, 1st Floor, London W1K 2HX

Facsimile 020 7493 6596

Attention A. Levinson

7. **GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

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

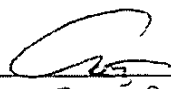
SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGOR

EXECUTED as a DEED by
Closures Limited acting by

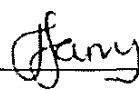
Director

Name


Tony Park

Witness

Name


J BARRY

Address

Occupation

CLOSURES LIMITED, HAMILTON WAY, MANSFIELD,
NOTTS, NG18 5BU
FINANCIAL CONTROLLER

Notice Details

Address 2 Park Street, 1st Floor, London W1K 2HX

Facsimile 020 7493 6596

Attention A Levinson

THE SECURITY AGENT

EXECUTED as a DEED by
Goldman Sachs Bank USA acting by.

Authorised Signatory



Anna Ashurov
Authorized Signatory

Notice Details

Address

Facsimile

Attention

Email

DEBENTURE ACCESSION DEED (CLOSURES LIMITED) SIGNATURE PAGE SECURITY
AGENT

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

PROPERTIES

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
Closures Limited	Nottinghamshire	Land at Oakham Business Park, Hamilton Way/Hermitage Lane, Mansfield	Freehold	NT 460601
Closures Limited	Nottinghamshire	Land at Oakham Business Park, Hamilton Way/Hermitage Lane, Mansfield	Leasehold	NT 462491, NT 425039, NT 385494

SCHEDULE 3
BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Closures Limited	Yorkshire Bank (Clydesdale Bank PLC) 11 Smithy Row, Nottingham, NG1 3EJ	29499318	50-06- 41
Closures Limited	Yorkshire Bank (Clydesdale Bank PLC) CB Head Office Complex, 40 St Vincent Place, Glasgow, G1 2HL	4425425095500 BIC YORKGB22XXX (EUR account)	
Closures Limited	Yorkshire Bank (Clydesdale Bank PLC) CB Head Office Complex, 40 St Vincent Place, Glasgow, G1 2HL	4425425095501 BIC YORKGB22XXX (CHF account)	
Closures Limited	Yorkshire Bank (Clydesdale Bank PLC) CB Head Office Complex, 40 St Vincent Place, Glasgow, G1 2HL	4425425095502 BIC YORKGB22XXX (USD account)	

SCHEDULE 4
INSURANCE POLICIES

Name of Chargor(s)	Insurer	Policy Number	Type of Risk Insured
Closures Limited	Travelers Insurance Company Limited	UC MFG 3958395	Property Damage Business Interruption Employers Liability Public & Products Liability