

MR01

Particulars of a charge

002958/65



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

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

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

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

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

This form **must be delivered to the Registrar for registration w
21 days** beginning with the day after the date of creation of the ch
delivered outside of the 21 days it will be rejected unless it is acco
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 **Do not send the origin.**



A12

A46RH9JC

05/05/2015

#194

COMPANIES HOUSE

TUESDAY

1 Company details

Company number / 9 4 7 3 0 8 7

Company name in full Cooper Bidco Limited

3 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 d0 d1 m0 m5 y2 y0 y1 y5

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 The Royal Bank of Scotland plc

Name

Name

Name

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

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

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4

Brief description

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

Brief description

No specific land, ship, aircraft or intellectual property has been charged. For full details of the charges, please refer to the charging document directly.

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

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X DLA PIPER UK LLP X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Alan Lumley

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town:

County/Region

Postcode M 2 3 D L

Country

DX DX: 14304 MANCHESTER

Telephone 08700 111 111



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: 9473087

Charge code: 0947 3087 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2015 and created by COOPER BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th May 2015

Q

Given at Companies House, Cardiff on 12th May 2015



Companies House



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



DATED

1 MAY

2015

(1) COOPER BIDCO LIMITED

- and -

(2) THE ROYAL BANK OF SCOTLAND PLC

**ASSIGNMENT BY WAY OF
SECURITY**

relating to
an agreement for the sale and purchase of WHP
(Holdings) Limited

This assignment by way of security is subject to and has the benefit of an Intercreditor Agreement dated on around the date of this assignment by way of security and made between, among others, the Assignor, the Lender and the Subordinated Creditors (as defined therein)



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s839G OF THE COMPANIES ACT 2006
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 1/5/2015

SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

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THIS ASSIGNMENT BY WAY OF SECURITY is made on

1 May

2015

BETWEEN

- (1) **COOPER BIDCO LIMITED** a company incorporated under the laws of England and Wales with registered number 09743087 whose registered office is Pinsent Masons LLP, 1 Park Row, Leeds, LS1 5AB (the "**Assignor**"), and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as Lender (the "**Lender**")

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Assignment

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Assignment, unless such terms are otherwise defined in this Assignment, and
- (b) at all times the following terms have the following meanings

"**Act**" means the Law of Property Act 1925,

"**Agreement**" means the sale and purchase agreement dated on or around the date of this Assignment between, amongst others, the Sellers (as defined therein) and the Assignor in relation to the acquisition of the entire issued share capital of WHP (Holdings) Limited,

"**Assigned Assets**" means the assets expressed to be assigned pursuant to clause 4.1 (*Security Assignment*),

"**Assignment Security**" means the Security created or evidenced by or pursuant to this Assignment,

"**Debenture**" means a debenture dated on or around the date of this Assignment between the Assignor and the Lender,

"**Default Rate**" means the rate of interest determined in accordance with clause 11.3 (*Default interest*) of the Facilities Agreement,

"**Facilities Agreement**" means a senior term and revolving facilities agreement dated on or around the date as this Assignment and made between, amongst others, the Assignor and the Lender,

"**Party**" means a party to this Assignment,

"**Related Rights**" means the rights contained (whether express or implied) in the Agreement and all monies and/or benefits from time to time accruing under the Agreement, standing to the credit of or resulting therefrom including, without limitation, the right to make demand or take any action (including that for specific

performance) against any other party to such agreements and to exercise any remedies available at law or equity to the Assignor,

"Owner's Obligations" has the meaning given to that term in clause 1 (*Owner's Obligations*) of the Debenture, and

"Security Period" means the period beginning on the date of this Assignment and ending on the date on which

- (a) all the Owner's Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) the Lender has no further commitment, obligation or liability to make any finance credit or other accommodation available to the Assignor

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Assignment to
 - (i) the **"Assignor"** or the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
 - (ii) **"this Assignment"** or any other agreement or instrument shall be construed as a reference to this Assignment or such other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Assignor or provides for further advances),
 - (iii) an Event of Default that is **"continuing"** shall be construed as meaning an Event of Default that has not been remedied to the reasonable satisfaction of the Lender or waived by the Lender in writing,
 - (iv) **"including"** or **"includes"** means including or includes without limitation,
 - (v) **"Owner's Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Assignor,
 - (vi) **"Subsidiary"** shall have the meaning given to that term in section 1159 of the Companies Act 2006,
 - (vii) a provision of law is a reference to that provision as amended or re-enacted, and
 - (viii) the singular includes the plural and vice versa
- (b) References to clauses and schedule are to be construed, unless otherwise stated, as references to clauses and the schedule of this Assignment and references to this Assignment include its schedule
- (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Assignment

- (d) Each undertaking of the Assignor (other than a payment obligation) contained in this Assignment must be complied with at all times during the Security Period
- (e) The terms of any side letters between any of the parties are incorporated in this Assignment to the extent required to ensure that any disposition of the Real Property contained in this Assignment is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Lender reasonably considers that an amount paid by the Assignor to it under this Assignment is capable of being avoided or otherwise set aside on the liquidation or administration of the Assignor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Assignment
- (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand
- (h) This Assignment is supplemental to the Debenture

1.3 Inconsistency between this Assignment and the Intercreditor Agreement

- (a) Whilst the Intercreditor Agreement is in full force and effect this Assignment is subject to the Intercreditor Agreement
- (b) If there is any conflict or inconsistency between any provision of this Assignment and any provision of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail

1.4 Third party rights

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Assignment

2 COVENANT TO PAY

The Assignor covenants that it will pay and discharge the Owner's Obligations in accordance with the terms of the Finance Documents

3. NATURE OF SECURITY

All Security and dispositions created or made by or pursuant to this Assignment are created or made

- (a) in favour of the Lender,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Owner's Obligations

4. GRANT OF SECURITY

4.1 Security assignment

The Assignor assigns and agrees to assign absolutely and by way of security (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the Agreement and all Related Rights

4.2 Notice of assignment

Immediately upon execution of this Assignment, the Assignor shall deliver a duly executed notice to each other party to the Agreement and use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the form set out in schedule 1 (*Form of notice of assignment*) or in such other form as the Lender shall agree

5. CONTINUING SECURITY

5.1 Continuing security

This Assignment Security is continuing and will extend to the ultimate balance of the Owner's Obligations regardless of any intermediate payment, performance or discharge in whole or in part. This Assignment shall remain in full force and effect as a continuing security for the duration of the Security Period

5.2 Additional and separate security

This Assignment is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any of the Owner's Obligations

5.3 Right to enforce

This Assignment may be enforced against the Assignor without the Lender and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it

6. LIABILITY OF ASSIGNOR RELATING TO ASSIGNED ASSETS

Notwithstanding anything contained in this Assignment or implied to the contrary, the Assignor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Assigned Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation

7. REPRESENTATIONS AND UNDERTAKINGS

- (a) The Assignor makes the representations contained in clause 20 (*Representations*) of the Facilities Agreement to the Lender on the date of this Assignment
- (b) The Assignor gives the undertakings contained in clause 23 (*General Undertakings*) of the Facilities Agreement on the date of this Assignment until the end of the Security Period

8. POWER TO REMEDY

8.1 Power to remedy

If at any time the Assignor does not comply with any of its obligations under this Assignment, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Assignor irrevocably authorises the Lender and its employees and agents by way of security to do all such things which are necessary to rectify that default.

8.2 Mortgagee in possession

The exercise of the powers of the Lender under this clause 8 shall not render it or any other Secured Party liable as a mortgagee in possession.

8.3 Monies expended

The Assignor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 8, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment).

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 When enforceable

This Assignment shall become immediately enforceable upon the occurrence of an Event of Default which is continuing and shall remain so for as long as that Event of Default is continuing.

9.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Assignment) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

9.3 Enforcement

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit.

10. ENFORCEMENT OF SECURITY

10.1 General

For the purposes of all powers implied by statute, the Owner's Obligations are deemed to have become due and payable on the date of this Assignment. Sections 93 and 103 of the Act shall not apply to the Security.

10.2 Powers of Lender

At any time after the Assignment Security becomes enforceable, the Lender may in its absolute discretion enforce all or any part of the Assignment Security without further notice in such manner as it sees fit including

- (a) appoint any person or persons to be a receiver, receiver and manager or administrative receiver of all or any part of the Assigned Assets and/or of the income of the Assigned Assets, and/or
- (b) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Assignment) and/or all or any of the powers which are conferred by this Assignment on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver

10.3 Redemption of prior mortgages

At any time after the Security has become enforceable, the Lender may

- (a) redeem any prior Security against the Assigned Assets, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on the Assignor

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Assignor to the Lender on demand

10.4 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply

10.5 No liability

- (a) Neither the Lender, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Assigned Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)
- (b) Without prejudice to the generality of clause 10 5(a), neither the Lender, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of the Assigned Assets, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

10.6 Protection of third parties

No person (including a purchaser) dealing with the Lender, any Receiver or its or his agents will be concerned to enquire

- (a) whether the Owner's Obligations have become payable, or
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable, or
- (c) how any money paid to the Lender or to the Receiver is to be applied

11. RECEIVER

11.1 Removal and replacement

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated

11.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Assigned Assets and/or the income of the Assigned Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)

11.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender)

11.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Owner's Obligations shall be capable of being applied by the Lender in discharge of the Owner's Obligations

11.5 Agent of Assignor

Any Receiver shall be the agent of the Assignor. The Assignor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to the Assignor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12. POWERS OF RECEIVER

12.1 General powers

Any Receiver shall have

- (a) all the powers which are conferred on the Lender by clause 10.2 (*Powers of Lender*),
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (d) all powers which are conferred by any other law conferring power on receivers

12.2 Additional powers

In addition to the powers referred to in clause 12.1 (*General powers*), a Receiver shall have the following powers

- (a) to take possession of, collect and get in all or any part of the Assigned Assets and/or income in respect of which he was appointed,
- (b) to manage the Assigned Assets as he thinks fit,
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Owner's Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- (d) to sell or concur in selling or otherwise disposing of all or any part of the Assigned Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation
 - (i) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and
 - (ii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (e) to carry out any sale or other disposal of all or any part of the Assigned Assets by conveying, transferring or assigning the same in the name of the Assignor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Assignor,
- (f) to take any such proceedings (in the name of the Assignor or otherwise) as he shall think fit in respect of the Assigned Assets and/or income in respect of which he was appointed (including proceedings for recovery of monies in arrears at the date of his appointment),
- (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (h) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),
- (i) to form one or more Subsidiaries of the Assignor and to transfer to any such Subsidiary all or any part of the Assigned Assets,
- (j) to
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Assigned Asset,
 - (ii) exercise in relation to each Assigned Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Assigned Assets, and
 - (iii) use the name of the Assignor for any of the above purposes

13. APPLICATION OF PROCEEDS

13.1 Application

All monies received by the Lender or any Receiver under or in connection with this Assignment or the Assigned Assets after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Assignment Security and subject to the Intercreditor Agreement) be applied in the following order

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Lender, any other Secured Party or any Receiver under or in connection with this Assignment or the Assigned Assets and of all remuneration due to the Receiver in connection with this Assignment or the Assigned Assets,
- (b) *secondly*, in or towards the satisfaction of the remaining Owner's Obligations in accordance with clause 13.3 (*Appropriation, Intercreditor Agreement and suspense account*), and
- (c) *thirdly*, in payment of any surplus to the Assignor or other person entitled to it

13.2 Contingencies

If the Security is enforced at a time when no amounts are due to the Lender (but at a time when amounts may become so due), the Lender, any Secured Party or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender may determine)

13.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 13.1 (*Application*), the Lender shall apply all payments received in respect of the Owner's Obligations in reduction of any part of the Owner's Obligations in any order or manner which it may determine
- (b) Any such appropriation shall override any appropriation by the Assignor
- (c) All monies received, recovered or realised by the Lender under or in connection with this Assignment may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate (if any) as the Lender may determine) without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Owner's Obligations

14. SET-OFF

The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Assignor and unpaid or any contingent obligation from the Assignor against any matured obligation owed by the Lender to the Assignor, regardless of the place of payment, booking branch or currency of either obligation

15. DELEGATION

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Assignment upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender

nor any Receiver shall be in any way liable or responsible to the Assignor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

16. FURTHER ASSURANCES

16.1 Further action

The Assignor shall, at its own expense, promptly take whatever action the Lender or a Receiver may require for

- (a) creating, perfecting or protecting the Security intended to be created by this Assignment, and
- (b) facilitating the realisation of the Assigned Assets or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of the Assigned Assets,

including the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Lender or to its nominees), the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient

16.2 Security Documents

The Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender or the Secured Parties by or pursuant to the Finance Documents

16.3 Specific security

Without prejudice to the generality of clause 16.1 (*Further action*), the Assignor will promptly upon request by the Lender execute any document contemplated by that clause over any Assigned Asset which is subject to or intended to be subject to any fixed security under this Assignment

17. POWER OF ATTORNEY

The Assignor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which the Assignor is obliged to take under this Assignment, including under clause 16 (*Further assurances*). The Assignor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

18. PAYMENTS

All payments to be made by the Assignor in respect of this Assignment shall be made

- (a) in immediately available funds to the credit of such account as the Lender may designate, and
- (b) without (and free and clear of, and without any deduction for, or on account of)
 - (i) any set-off or counterclaim, or

- (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax

19. CURRENCY CONVERSION

All monies received or held by the Lender, any Secured Party or any Receiver under this Assignment may be converted from their existing currency into such other currency as the Lender, any Secured Party or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Owner's Obligations in that other currency at the Lender's spot rate of exchange. The Assignor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. Neither the Lender, any Secured Party, nor any Receiver shall have any liability to the Assignor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

20. INDEMNITY

The Assignor shall indemnify the Lender, any Secured Party, any Receiver and any attorney, agent or other person appointed by the Lender under this Assignment and the Lender's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) reasonably incurred by any Indemnified Party as a result of or in connection with

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Assignment, or
- (b) any breach by the Assignor of any of its obligations under this Assignment

21. NOTICES

Any communication to be made under, or in connection with, this Assignment shall be made in accordance with the terms of clause 31 (*Notices*) of the Facilities Agreement

22. AMENDMENTS AND WAIVERS

Any provision of this Assignment may be amended only if the Lender and the Assignor so agree in writing and any breach of this Assignment may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Assignment will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

23. CALCULATIONS AND CERTIFICATES

A certificate of the Lender specifying the amount of any Owner's Obligation due from the Assignor (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Assignor in the absence of manifest error.

24. WAIVER, RIGHTS AND REMEDIES

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Assignment shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

25. PARTIAL INVALIDITY

All the provisions of this Assignment are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

26. CHANGES TO THE PARTIES

26.1 Assignor

The Assignor may not assign any of its rights or obligations under this Assignment

26.2 Lender

The Lender may assign or transfer all or any part of its rights under this Assignment in accordance with the terms of the Facilities Agreement

27. RELEASE

27.1 Release

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Assignor, reassign the Agreement (or such of them as remain and are vested in the Lender) to the Assignor

27.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Assignor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Assignor under this Assignment shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

28. COUNTERPARTS

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

29. GOVERNING LAW

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

30. ENFORCEMENT

30.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence,

validity or termination of this Assignment or any non-contractual obligation arising out of or in connection with this Assignment) (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 30 1(c) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, Lender may take concurrent proceedings in any number of jurisdictions

IN WITNESS of which this Assignment has been duly executed by the Assignor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Assignment by the Assignor

SCHEDULE 1: FORM OF NOTICE OF ASSIGNMENT

To [◆]

Date [◆]

Dear Sirs

**RE. THE SALE AND PURCHASE AGREEMENT DATED [◆] 2015 BETWEEN,
AMONGST OTHERS, YOU AND COOPER BIDCO LIMITED ("AGREEMENT")**

- 1 We give notice that, by an assignment by way of security dated _____ 2015 (the "Assignment"), we have assigned to The Royal Bank of Scotland plc as lender (the "Lender") all our present and future right, title and interest in and to the Agreement including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement
- 2 We irrevocably authorise and instruct you
 - (a) to disclose to the Lender at our expense (without any reference to or further authority from us), such information relating to the Agreement as the Lender may from time to time request to the extent that we would have been entitled to request such information, had we not assigned the Agreement,
 - (b) to comply with any written notice or instructions which you receive at any time from the Lender, to the extent that we would have been entitled to require you to so comply, had we not assigned the Agreement, without any reference to or further authority from us,
 - (c) upon the receipt by you of written notice from the Lender following the occurrence of an Event of Default which is continuing
 - (i) to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Lender, and
 - (ii) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Lender from time to time,
 - (d) to send copies of all notices and other information given or received under the Agreement to the Lender, and
 - (d) that we are not permitted to agree, otherwise than through the Lender, any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Lender
- 3 This notice may only be revoked or amended with the prior written consent of the Lender
- 4 Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,

- (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Lender promptly if you should do so in future,
 - (c) upon the receipt by you of written notice from the Lender you will not permit any sums to be paid to us or any other person (other than the Lender) under or pursuant to the Agreement without the prior written consent of the Lender, and
 - (d) if you make any attempt to terminate or amend the Agreement, you will liaise with and notify the Lender as the proper counterparty under the Agreement and not us
- 5 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
COOPER BIDCO LIMITED

[On copy]

To The Royal Bank of Scotland plc
[◆]

Copy to Cooper Bidco Limited

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph 4 of the above notice

for and on behalf of
[◆]

Dated [◆ 20◆]

EXECUTION PAGE

ASSIGNOR

Executed as a deed, but not delivered until the)
first date specified on page 1, by COOPER)
BIDCO LIMITED acting by)

Director

Witness signature

Witness name

Witness address

THE LENDER

Signed by _____ for and)
on behalf of THE ROYAL BANK OF)
SCOTLAND PLC)

Signature _____



DATED

1 May

2015

(1) COOPER BIDCO LIMITED

- and -

(2) THE ROYAL BANK OF SCOTLAND PLC

**ASSIGNMENT BY WAY OF
SECURITY**

relating to
an agreement for the sale and purchase of WHP
(Holdings) Limited

This assignment by way of security is subject to and has the benefit of an Intercreditor Agreement dated on around the date of this assignment by way of security and made between, among others, the Assignor, the Lender and the Subordinated Creditors (as defined therein)



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

DATE 1/5/2015

SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

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THIS ASSIGNMENT BY WAY OF SECURITY is made on

1 May

2015

BETWEEN

- (1) **COOPER BIDCO LIMITED** a company incorporated under the laws of England and Wales with registered number 09743087 whose registered office is Pinsent Masons LLP, 1 Park Row, Leeds, LS1 5AB (the "**Assignor**"), and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as Lender (the "**Lender**")

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Assignment

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Assignment, unless such terms are otherwise defined in this Assignment, and

- (b) at all times the following terms have the following meanings

"**Act**" means the Law of Property Act 1925,

"**Agreement**" means the sale and purchase agreement dated on or around the date of this Assignment between, amongst others, the Sellers (as defined therein) and the Assignor in relation to the acquisition of the entire issued share capital of WHP (Holdings) Limited,

"**Assigned Assets**" means the assets expressed to be assigned pursuant to clause 4.1 (*Security Assignment*),

"**Assignment Security**" means the Security created or evidenced by or pursuant to this Assignment,

"**Debenture**" means a debenture dated on or around the date of this Assignment between the Assignor and the Lender,

"**Default Rate**" means the rate of interest determined in accordance with clause 11.3 (*Default interest*) of the Facilities Agreement,

"**Facilities Agreement**" means a senior term and revolving facilities agreement dated on or around the date as this Assignment and made between, amongst others, the Assignor and the Lender,

"**Party**" means a party to this Assignment,

"**Related Rights**" means the rights contained (whether express or implied) in the Agreement and all monies and/or benefits from time to time accruing under the Agreement, standing to the credit of or resulting therefrom including, without limitation, the right to make demand or take any action (including that for specific

performance) against any other party to such agreements and to exercise any remedies available at law or equity to the Assignor,

"**Owner's Obligations**" has the meaning given to that term in clause 1 (*Owner's Obligations*) of the Debenture, and

"**Security Period**" means the period beginning on the date of this Assignment and ending on the date on which

- (a) all the Owner's Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) the Lender has no further commitment, obligation or liability to make any finance credit or other accommodation available to the Assignor

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Assignment to
 - (i) the "**Assignor**" or the "**Lender**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
 - (ii) "**this Assignment**" or any other agreement or instrument shall be construed as a reference to this Assignment or such other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Assignor or provides for further advances),
 - (iii) an Event of Default that is "**continuing**" shall be construed as meaning an Event of Default that has not been remedied to the reasonable satisfaction of the Lender or waived by the Lender in writing,
 - (iv) "**including**" or "**includes**" means including or includes without limitation,
 - (v) "**Owner's Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Assignor,
 - (vi) "**Subsidiary**" shall have the meaning given to that term in section 1159 of the Companies Act 2006,
 - (vii) a provision of law is a reference to that provision as amended or re-enacted, and
 - (viii) the singular includes the plural and vice versa
- (b) References to clauses and schedule are to be construed, unless otherwise stated, as references to clauses and the schedule of this Assignment and references to this Assignment include its schedule
- (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Assignment

- (d) Each undertaking of the Assignor (other than a payment obligation) contained in this Assignment must be complied with at all times during the Security Period
- (e) The terms of any side letters between any of the parties are incorporated in this Assignment to the extent required to ensure that any disposition of the Real Property contained in this Assignment is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Lender reasonably considers that an amount paid by the Assignor to it under this Assignment is capable of being avoided or otherwise set aside on the liquidation or administration of the Assignor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Assignment
- (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand
- (h) This Assignment is supplemental to the Debenture

1.3 Inconsistency between this Assignment and the Intercreditor Agreement

- (a) Whilst the Intercreditor Agreement is in full force and effect this Assignment is subject to the Intercreditor Agreement
- (b) If there is any conflict or inconsistency between any provision of this Assignment and any provision of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail

1.4 Third party rights

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Assignment

2. COVENANT TO PAY

The Assignor covenants that it will pay and discharge the Owner's Obligations in accordance with the terms of the Finance Documents

3. NATURE OF SECURITY

All Security and dispositions created or made by or pursuant to this Assignment are created or made

- (a) in favour of the Lender,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Owner's Obligations

4. GRANT OF SECURITY

4.1 Security assignment

The Assignor assigns and agrees to assign absolutely and by way of security (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the Agreement and all Related Rights

4.2 Notice of assignment

Immediately upon execution of this Assignment, the Assignor shall deliver a duly executed notice to each other party to the Agreement and use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the form set out in schedule 1 (*Form of notice of assignment*) or in such other form as the Lender shall agree

5. CONTINUING SECURITY

5.1 Continuing security

This Assignment Security is continuing and will extend to the ultimate balance of the Owner's Obligations regardless of any intermediate payment, performance or discharge in whole or in part. This Assignment shall remain in full force and effect as a continuing security for the duration of the Security Period

5.2 Additional and separate security

This Assignment is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any of the Owner's Obligations

5.3 Right to enforce

This Assignment may be enforced against the Assignor without the Lender and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it

6. LIABILITY OF ASSIGNOR RELATING TO ASSIGNED ASSETS

Notwithstanding anything contained in this Assignment or implied to the contrary, the Assignor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Assigned Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation

7. REPRESENTATIONS AND UNDERTAKINGS

- (a) The Assignor makes the representations contained in clause 20 (*Representations*) of the Facilities Agreement to the Lender on the date of this Assignment
- (b) The Assignor gives the undertakings contained in clause 23 (*General Undertakings*) of the Facilities Agreement on the date of this Assignment until the end of the Security Period

8. POWER TO REMEDY

8.1 Power to remedy

If at any time the Assignor does not comply with any of its obligations under this Assignment, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Assignor irrevocably authorises the Lender and its employees and agents by way of security to do all such things which are necessary to rectify that default.

8.2 Mortgagee in possession

The exercise of the powers of the Lender under this clause 8 shall not render it or any other Secured Party liable as a mortgagee in possession.

8.3 Monies expended

The Assignor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 8, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment).

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 When enforceable

This Assignment shall become immediately enforceable upon the occurrence of an Event of Default which is continuing and shall remain so for as long as that Event of Default is continuing.

9.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Assignment) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

9.3 Enforcement

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit.

10. ENFORCEMENT OF SECURITY

10.1 General

For the purposes of all powers implied by statute, the Owner's Obligations are deemed to have become due and payable on the date of this Assignment. Sections 93 and 103 of the Act shall not apply to the Security.

10.2 Powers of Lender

At any time after the Assignment Security becomes enforceable, the Lender may in its absolute discretion enforce all or any part of the Assignment Security without further notice in such manner as it sees fit including

- (a) appoint any person or persons to be a receiver, receiver and manager or administrative receiver of all or any part of the Assigned Assets and/or of the income of the Assigned Assets, and/or
- (b) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Assignment) and/or all or any of the powers which are conferred by this Assignment on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver

10.3 Redemption of prior mortgages

At any time after the Security has become enforceable, the Lender may

- (a) redeem any prior Security against the Assigned Assets, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on the Assignor

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Assignor to the Lender on demand

10.4 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply

10.5 No liability

- (a) Neither the Lender, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Assigned Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)
- (b) Without prejudice to the generality of clause 10.5(a), neither the Lender, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of the Assigned Assets, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

10.6 Protection of third parties

No person (including a purchaser) dealing with the Lender, any Receiver or its or his agents will be concerned to enquire

- (a) whether the Owner's Obligations have become payable, or
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable, or
- (c) how any money paid to the Lender or to the Receiver is to be applied

11. RECEIVER

11.1 Removal and replacement

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated

11.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Assigned Assets and/or the income of the Assigned Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)

11.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender)

11.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Owner's Obligations shall be capable of being applied by the Lender in discharge of the Owner's Obligations

11.5 Agent of Assignor

Any Receiver shall be the agent of the Assignor. The Assignor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to the Assignor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12. POWERS OF RECEIVER

12.1 General powers

Any Receiver shall have

- (a) all the powers which are conferred on the Lender by clause 10.2 (*Powers of Lender*),
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (d) all powers which are conferred by any other law conferring power on receivers

12.2 Additional powers

In addition to the powers referred to in clause 12.1 (*General powers*), a Receiver shall have the following powers

- (a) to take possession of, collect and get in all or any part of the Assigned Assets and/or income in respect of which he was appointed,
- (b) to manage the Assigned Assets as he thinks fit,
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Owner's Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- (d) to sell or concur in selling or otherwise disposing of all or any part of the Assigned Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation
 - (i) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and
 - (ii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (e) to carry out any sale or other disposal of all or any part of the Assigned Assets by conveying, transferring or assigning the same in the name of the Assignor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Assignor,
- (f) to take any such proceedings (in the name of the Assignor or otherwise) as he shall think fit in respect of the Assigned Assets and/or income in respect of which he was appointed (including proceedings for recovery of monies in arrears at the date of his appointment),
- (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (h) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),
- (i) to form one or more Subsidiaries of the Assignor and to transfer to any such Subsidiary all or any part of the Assigned Assets,
- (j) to
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Assigned Asset,
 - (ii) exercise in relation to each Assigned Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Assigned Assets, and
 - (iii) use the name of the Assignor for any of the above purposes

13. APPLICATION OF PROCEEDS

13.1 Application

All monies received by the Lender or any Receiver under or in connection with this Assignment or the Assigned Assets after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Assignment Security and subject to the Intercreditor Agreement) be applied in the following order

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Lender, any other Secured Party or any Receiver under or in connection with this Assignment or the Assigned Assets and of all remuneration due to the Receiver in connection with this Assignment or the Assigned Assets,
- (b) *secondly*, in or towards the satisfaction of the remaining Owner's Obligations in accordance with clause 13.3 (*Appropriation, Intercreditor Agreement and suspense account*), and
- (c) *thirdly*, in payment of any surplus to the Assignor or other person entitled to it

13.2 Contingencies

If the Security is enforced at a time when no amounts are due to the Lender (but at a time when amounts may become so due), the Lender, any Secured Party or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender may determine)

13.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 13.1 (*Application*), the Lender shall apply all payments received in respect of the Owner's Obligations in reduction of any part of the Owner's Obligations in any order or manner which it may determine
- (b) Any such appropriation shall override any appropriation by the Assignor
- (c) All monies received, recovered or realised by the Lender under or in connection with this Assignment may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate (if any) as the Lender may determine) without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Owner's Obligations

14. SET-OFF

The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Assignor and unpaid or any contingent obligation from the Assignor against any matured obligation owed by the Lender to the Assignor, regardless of the place of payment, booking branch or currency of either obligation

15. DELEGATION

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Assignment upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender

nor any Receiver shall be in any way liable or responsible to the Assignor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

16. FURTHER ASSURANCES

16.1 Further action

The Assignor shall, at its own expense, promptly take whatever action the Lender or a Receiver may require for

- (a) creating, perfecting or protecting the Security intended to be created by this Assignment, and
- (b) facilitating the realisation of the Assigned Assets or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of the Assigned Assets,

including the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Lender or to its nominees), the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient

16.2 Security Documents

The Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender or the Secured Parties by or pursuant to the Finance Documents

16.3 Specific security

Without prejudice to the generality of clause 16.1 (*Further action*), the Assignor will promptly upon request by the Lender execute any document contemplated by that clause over any Assigned Asset which is subject to or intended to be subject to any fixed security under this Assignment

17. POWER OF ATTORNEY

The Assignor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which the Assignor is obliged to take under this Assignment, including under clause 16 (*Further assurances*). The Assignor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

18. PAYMENTS

All payments to be made by the Assignor in respect of this Assignment shall be made

- (a) in immediately available funds to the credit of such account as the Lender may designate, and
- (b) without (and free and clear of, and without any deduction for, or on account of)
 - (i) any set-off or counterclaim, or

- (11) except to the extent compelled by law, any deduction or withholding for or on account of Tax

19. CURRENCY CONVERSION

All monies received or held by the Lender, any Secured Party or any Receiver under this Assignment may be converted from their existing currency into such other currency as the Lender, any Secured Party or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Owner's Obligations in that other currency at the Lender's spot rate of exchange. The Assignor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. Neither the Lender, any Secured Party, nor any Receiver shall have any liability to the Assignor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

20. INDEMNITY

The Assignor shall indemnify the Lender, any Secured Party, any Receiver and any attorney, agent or other person appointed by the Lender under this Assignment and the Lender's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) reasonably incurred by any Indemnified Party as a result of or in connection with

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Assignment, or
- (b) any breach by the Assignor of any of its obligations under this Assignment

21. NOTICES

Any communication to be made under, or in connection with, this Assignment shall be made in accordance with the terms of clause 31 (*Notices*) of the Facilities Agreement.

22. AMENDMENTS AND WAIVERS

Any provision of this Assignment may be amended only if the Lender and the Assignor so agree in writing and any breach of this Assignment may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Assignment will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

23. CALCULATIONS AND CERTIFICATES

A certificate of the Lender specifying the amount of any Owner's Obligation due from the Assignor (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Assignor in the absence of manifest error.

24. WAIVER, RIGHTS AND REMEDIES

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Assignment shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

25. PARTIAL INVALIDITY

All the provisions of this Assignment are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

26. CHANGES TO THE PARTIES

26.1 Assignor

The Assignor may not assign any of its rights or obligations under this Assignment

26.2 Lender

The Lender may assign or transfer all or any part of its rights under this Assignment in accordance with the terms of the Facilities Agreement

27. RELEASE

27.1 Release

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Assignor, reassign the Agreement (or such of them as remain and are vested in the Lender) to the Assignor

27.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Assignor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Assignor under this Assignment shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

28. COUNTERPARTS

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

29. GOVERNING LAW

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

30. ENFORCEMENT

30.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence,

validity or termination of this Assignment or any non-contractual obligation arising out of or in connection with this Assignment) (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 30 1(c) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, Lender may take concurrent proceedings in any number of jurisdictions

IN WITNESS of which this Assignment has been duly executed by the Assignor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Assignment by the Assignor

SCHEDULE 1: FORM OF NOTICE OF ASSIGNMENT

To [◆]

Date [◆]

Dear Sirs

RE. THE SALE AND PURCHASE AGREEMENT DATED [◆] 2015 BETWEEN, AMONGST OTHERS, YOU AND COOPER BIDCO LIMITED ("AGREEMENT")

- 1 We give notice that, by an assignment by way of security dated _____ 2015 (the "Assignment"), we have assigned to The Royal Bank of Scotland plc as lender (the "Lender") all our present and future right, title and interest in and to the Agreement including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement
- 2 We irrevocably authorise and instruct you
 - (a) to disclose to the Lender at our expense (without any reference to or further authority from us), such information relating to the Agreement as the Lender may from time to time request to the extent that we would have been entitled to request such information, had we not assigned the Agreement,
 - (b) to comply with any written notice or instructions which you receive at any time from the Lender, to the extent that we would have been entitled to require you to so comply, had we not assigned the Agreement, without any reference to or further authority from us,
 - (c) upon the receipt by you of written notice from the Lender following the occurrence of an Event of Default which is continuing
 - (i) to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Lender, and
 - (ii) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Lender from time to time,
 - (d) to send copies of all notices and other information given or received under the Agreement to the Lender, and
 - (d) that we are not permitted to agree, otherwise than through the Lender, any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Lender
- 3 This notice may only be revoked or amended with the prior written consent of the Lender
- 4 Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,

- (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Lender promptly if you should do so in future,
 - (c) upon the receipt by you of written notice from the Lender you will not permit any sums to be paid to us or any other person (other than the Lender) under or pursuant to the Agreement without the prior written consent of the Lender, and
 - (d) if you make any attempt to terminate or amend the Agreement, you will liaise with and notify the Lender as the proper counterparty under the Agreement and not us
- 5 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
COOPER BIDCO LIMITED

[On copy]

To The Royal Bank of Scotland plc
[◆]

Copy to Cooper Bidco Limited

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph 4 of the above notice

for and on behalf of
[◆]

Dated [◆ 20◆]

EXECUTION PAGE

ASSIGNOR

Executed as a deed, but not delivered until the)
first date specified on page 1, by COOPER)
BIDCO LIMITED acting by)

Director

Witness signature

Witness name

Witness address

THE LENDER

Signed by Matthew Wade for and)
on behalf of THE ROYAL BANK OF)
SCOTLAND PLC)

Signature