

MR01

Particulars of a charge



Companies House

006674/69



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www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on

☒ **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 the
instrument. Use form MR08

THURSDAY



A12 *A7HRRJSP* 01/11/2018 #216
COMPANIES HOUSE

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



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

1 Company details

Company number 09927373
Company name in full Maniwoc Foodservice UK Holding Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 23/10/2018

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 JPMorgan Chase Bank, N.A. (as "UK Security Trustee")

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

All rights in respect of any Intellectual Property Rights. Please refer to the instrument for full details of the security contained therein.

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 Winston & Strawn London 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 Daniela Cohen

Company name Winston & Strawn London LLP

Address Citypoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 A W

Country United Kingdom

DX

Telephone 020 7011 8926



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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

SUPPLEMENTAL SECURITY AGREEMENT
relating to a security agreement dated 3 March 2016

DATED 23 OCTOBER 2018

BETWEEN

THE COMPANIES LISTED IN THE SCHEDULE
as the Original Chargors

and

JPMORGAN CHASE BANK, N.A.
as UK Security Trustee

**WINSTON
& STRAWN**

Winston & Strawn London LLP
CityPoint, One Ropemaker Street
London EC2Y 9AW, United Kingdom

CERTIFIED A TRUE COPY OF THE ORIGINAL	
Signed <u>Daniel Cohen</u>	Dated <u>30/10/2018</u>
Print name <u>DANIELA COHEN</u>	
Occupation <u>SOLICITOR</u>	
WINSTON & STRAWN	
CityPoint One Ropemaker Street London EC2Y 9AW	

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9927373

Charge code: 0992 7373 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd October 2018 and created by MANITOWOC FOODSERVICE UK HOLDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2018.

e

Given at Companies House, Cardiff on 8th November 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEED is dated 23 October 2018

BETWEEN:

- (1) **THE COMPANIES** listed in the Schedule as chargors (each an **Original Chargor** and together the **Original Chargors**); and
- (2) **JPMORGAN CHASE BANK, N.A.** as agent and trustee for the Secured Creditors referred to below (the **UK Security Trustee**).

BACKGROUND:

- (A) The Original Chargors entered into the security agreement dated 3 March 2016 in favour of the UK Security Trustee (the “**Original Security Agreement**”) in connection with the Credit Agreement (as defined in the Original Security Agreement, and hereinafter the “**Original Credit Agreement**”). The Original Credit Agreement has been amended and restated by the Credit Agreement (as defined below).
- (B) To supplement the Original Security Agreement to reflect the execution of the Credit Agreement, each Original Chargor and the UK Security Trustee have agreed to enter into this Deed.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Credit Agreement, the Original Security Agreement or the US Security Agreement shall, unless otherwise defined in this Deed or a contrary intention appears, bear the same meanings when used in this Deed and the following terms shall have the following meanings.

Bank Product Agreements shall mean any agreement entered into from time to time with any Credit Party in connection with any of the Bank Products which Welbilt, Inc. identifies to the UK Security Trustee and the Administrative Agent in writing as an agreement intended to be secured by this Deed (which designation, once made, may be revoked only with the consent of the Lender or Lender Affiliate party thereto).

Credit Agreement means the amended and restated credit agreement dated on or about the date hereof between, amongst others, Welbilt, Inc. as the Borrower, Enodis Holdings Limited as a UK Borrower, the other Subsidiary Borrowers from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A. as Administrative Agent and UK Security Trustee.

Foreign Entity means a member of the Group which is a Foreign Subsidiary of Welbilt, Inc.

Group means Welbilt, Inc. and its Subsidiaries.

UK Borrower means Enodis Holdings Limited (registered number 04330209) with its registered office at St Anns Wharf, 112 Quayside, Newcastle Upon Tyne NE1 3DX.

1.2 Construction/Certificates

The provisions of Clauses 1.2 and 1.3 of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement are to be construed as references to this Deed and words such as “**herein**”, “**hereof**”, “**hereunder**”, “**hereafter**”, “**hereby**” and “**hereto**”, where they appear in the Original Security Agreement, shall be construed accordingly.

2. CREATION OF SECURITY

2.1 General

- (a) All this Security:
 - (i) is created in favour of the UK Security Trustee;
 - (ii) is continuing security for the payment, discharge and performance of all the relevant Secured Liabilities and will extend to the ultimate balance of all relevant sums payable by the Obligors under the Credit Documents regardless of any intermediate payment or discharge in whole or in part; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If any of the assets of a Chargor cannot be fully and effectively secured in the manner envisaged by this Deed without the consent of a third party:
 - (i) that Chargor must notify the UK Security Trustee as soon as reasonably practicable;
 - (ii) this Security will, until such consent is received (whereupon the same shall be secured in the manner envisaged by this Deed), secure all amounts which that Chargor may receive, or has received, in respect of that asset but exclude the asset itself; and
 - (iii) that Chargor must, and each other Chargor must procure that each Chargor will, use all reasonable endeavours to obtain that consent as soon as reasonably practicable and, once obtained, will promptly provide a copy of that consent to the UK Security Trustee.

- (c) The UK Security Trustee holds the benefit of this Deed on trust for the Secured Creditors.
- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) of the Original Security Agreement or in the schedule to any Deed of Accession (if any) by which any Chargor became party to this Deed shall not affect the validity or enforceability of this Security.

2.2 Investments

- (a) Each Chargor charges:
 - (i) by way of a first equitable mortgage and first fixed charge the Shares; and
 - (ii) (to the extent that they are not the subject of a charge under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments in each case in respect of any person which is not a member of the Group and which are owned by it or held by any nominee on its behalf.
- (b) A reference in this Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:
 - (i) any dividend, interest or other distribution paid or payable;
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (iii) any right against any clearance system; and
 - (iv) any right under any custodian or other agreement,in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

2.3 Insurances

- (a) Each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all its rights in connection with those amounts.
- (b) To the extent that they are not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above.

- (c) A reference in this Subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party.

2.4 Other contracts

- (a) Each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
 - (i) its Relevant Contracts;
 - (ii) any letter of credit issued in its favour, and
 - (iii) any bill of exchange or other negotiable instrument held by it.
- (b) To the extent that any such right, title and interest described in paragraph (a) above is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph (a) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which such Chargor may derive therefrom or be awarded or entitled to in respect thereof.
- (c) To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned under paragraph (a) or (b) above, each Chargor charges by way of first fixed charge all of its rights and benefits under each agreement and document to which it is a party.

2.5 Intellectual property

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights; this includes any specified in Part 4 of Schedule 2 of the Original Security Agreement (Security Assets) opposite its name or in Part 4 of the schedule to any Deed of Accession by which it became party to this Deed.

2.6 Miscellaneous

Each Chargor charges by way of a first fixed charge:

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

2.7 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed.
- (b) Except as provided below, the UK Security Trustee may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Event of Default has occurred and is continuing; or
 - (ii) the UK Security Trustee (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000.
- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically and immediately (without notice) convert into a fixed charge over all of each Chargor's assets:
 - (i) if a Chargor (x) creates, or attempts to create, without the prior written consent of the UK Security Trustee, a Security or a trust in favour of another person over all or any part of the Security Assets; or (y) disposes, or attempts to dispose of, all or any part of the Security Assets (other than Security Assets that are only subject to the floating charge while it remains uncrystallised) and except, in each case, as expressly permitted under the Credit Agreement;
 - (ii) if any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Security Assets; or
 - (iii) if an administrator is appointed or the UK Security Trustee receives notice of an intention to appoint an administrator; or
 - (iv) on the convening of any meeting of the members of that Chargor to consider a resolution to wind that Chargor up (or not to wind that Chargor up) other than as part of a solvent reconstruction of that Chargor which is permitted under the Credit Agreement.

- (e) The floating charge created under this Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the UK Security Trustee of a notice pursuant to paragraph (b) above in relation to any class of any Chargor's assets shall not be construed as a waiver or abandonment of the UK Security Trustee's rights to give other similar notices in respect of any other class of assets or of any other of the rights of any of the Secured Creditors under this Deed or under any of the other Credit Documents.

3. INCORPORATION OF PROVISIONS OF THE ORIGINAL SECURITY AGREEMENT

The provisions of Clause 3 to Clause 23 (inclusive) of the Original Security Agreement shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. CONTINUATION

4.1 Continuation

The Original Security Agreement will remain in full force and effect as supplemented by this Deed. From the date of this Deed, the Original Security Agreement and this Deed shall be read and construed together.

4.2 Additional Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the UK Security Trustee and/or any other Secured Creditor may now or after the date of this Deed hold for any of the Secured Liabilities and this security may be enforced against any Chargor without first having recourse to any other rights of the UK Security Trustee or any other Secured Creditor.

4.3 Discharge of Obligations

To the extent that any perfection requirement or obligation to deliver original documents or notices or other documents or communications under this Deed has been satisfied or delivered (as applicable) by any Chargor in accordance with the terms of the Original Security Agreement, it is deemed to have been satisfied or delivered (as applicable) under this Deed.

5. ENFORCEMENT

5.1 Submission

- (a) For the benefit of the UK Security Trustee, each Chargor agrees that the courts of England and Wales have jurisdiction to settle any dispute including a dispute relating to any non-contractual obligation arising out of or in connection with this

Deed and accordingly submits to the exclusive jurisdiction of the courts of England and Wales.

- (b) This Subclause is for the benefit of the Secured Creditors only. As a result, no Secured Creditor shall be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction.
- (c) The Secured Creditors may take concurrent proceedings in any number of jurisdictions.

5.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor other than the UK Borrower:
 - (i) irrevocably appoints the UK Borrower as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and the UK Borrower by its execution of this Deed, accepts that appointment);
 - (ii) agrees to maintain such an agent for service of process in England during the Security Period;
 - (iii) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned;
 - (iv) consents to the service of process relating to any such proceedings by prepaid posting of a copy of the process to the registered office of the UK Borrower from time to time; and
 - (v) agrees that if the appointment of any person mentioned in this paragraph (a) ceases to be effective, such Chargor must immediately appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the UK Security Trustee is entitled to appoint such a person by notice to the relevant Chargor or the UK Borrower.
- (b) The UK Borrower hereby unconditionally and irrevocably accepts the appointment of it as an English process agent under this Deed and expressly agrees and consents to the provisions of this Clause and Clause 5.2 (Service of process).

5.3 Forum convenience and enforcement abroad

Each Chargor:

- (a) waives objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Deed; and

- (b) agrees that a judgment or order of an English court in connection with this Deed is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

6. GOVERNING LAW

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

This Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE
ORIGINAL CHARGORS

	Name	Registered Number
1.	Enodis Holdings Limited	04330209
2.	Manitowoc FSG UK Limited	09836380
3.	Manitowoc Foodservice UK Holding Limited	09927373

SIGNATORIES

Original Chargors

Executed and delivered as a deed by
ENODIS HOLDINGS LIMITED

acting by

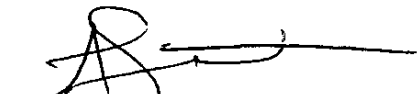
In the presence of:

Name: ADAM SATTAD

Address: 62 OREYSTOCK RD
SLOUGH, BERKS, SL2 1TT



Director



Witness

Executed and delivered as a deed by
MANITOWOC FSG UK LIMITED

acting by

In the presence of:

Name: ADAM SATTAD

Address: 62 OREYSTOCK RD
SLOUGH, BERKS, SL2 1TT



Director



Witness

) _____
Director

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