



Registration of a Charge

Company Name: **CPL DISTRIBUTION LIMITED**

Company Number: **00544782**



XBCYNY8Q

Received for filing in Electronic Format on the: **20/09/2022**

Details of Charge

Date of creation: **14/09/2022**

Charge code: **0054 4782 0045**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED AS SECURITY TRUSTEE**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 544782

Charge code: 0054 4782 0045

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2022 and created by CPL DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2022 .

Given at Companies House, Cardiff on 21st September 2022

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



Companies House



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

DATED 14 September 2022

THE COMPANIES LISTED IN SCHEDULE 1
(as Chargors) (1)

and

WELLS FARGO CAPITAL FINANCE (UK) LIMITED
(as Security Trustee) (2)

SUPPLEMENTAL FIXED CHARGE

Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom

O +44 113 284 7000
F +44 113 284 7001

Reference RE2/WEL.245-0013

We hereby certify that this is a
true and correct copy of the original
Date 15 September 2022
SQUIRE PATTON BOGGS (UK) LLP
SQUIRE PATTON BOGGS (UK) LLP
6 Wellington Place
Leeds
LS1 4AP

CONTENTS

1 DEFINITIONS AND INTERPRETATION 1

2 FIXED AND FLOATING SECURITY..... 2

3 UNDERTAKINGS 2

4 DEBENTURE PROVISIONS 2

5 COUNTERPARTS..... 3

6 GOVERNING LAW 3

7 JURISDICTION 3

SCHEDULE 1 4

THE CHARGORS 4

SCHEDULE 2 CONTROLLED ACCOUNTS 5

DATE OF SUPPLEMENTAL FIXED CHARGE

14 September 2022

PARTIES

- (1) **THE COMPANIES** identified in Schedule 1 (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** (Company Number 2656007) ("**Security Trustee**")

INTRODUCTION

- A The parties to this Supplemental Fixed Charge ("**Parties**") are party to a debenture dated 31 August 2022 ("**Debenture**") in connection with a senior facilities agreement dated 31 August 2022 between (1) CPL Industries Group Limited (the "**Parent**"), (2) the Chargors and certain group companies of the Parent (as Borrowers and Guarantors), (3) Wells Fargo Capital Finance (UK) Limited and Clydesdale Bank plc (as Original Lenders and Arrangers) and (4) the Security Trustee (as Agent and Security Trustee) as amended and/or restated from time to time ("**Senior Facilities Agreement**").
- B The Security Trustee has requested that the Chargors enter into this Supplemental Fixed Charge. The Chargors have agreed to enter into this Supplemental Fixed Charge by way of further assurance to the Security Trustee.
- C The Parties intend that this Supplemental Fixed Charge take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning when used in this Supplemental Fixed Charge unless the context requires otherwise.
- 1.2 In this Supplemental Fixed Charge:

"Book Debts" has the meaning given to that term in the Debenture.

"Controlled Account Agreement" means an agreement in a form and substance satisfactory to the Security Trustee, entered into by each Chargor and the Account Bank (as detailed in Schedule 2 (Controlled Accounts)) in respect of the Controlled Accounts.

"Controlled Accounts" means the bank accounts specified in Schedule 2 (Controlled Accounts).

"Permitted Security" has the meaning given to that term in the Senior Facilities Agreement.

"Security Interest" has the meaning given to that term in the Senior Facilities Agreement.

- 1.3 The provisions of clause 1.2 (Construction) of the Debenture shall apply to this Supplemental Fixed Charge with such consequential changes as may be required.
- 1.4 Each of the charges in clause 2 (Fixed and Floating Security) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

2 FIXED AND FLOATING SECURITY

Each Chargor, as security for the payment and performance of the Secured Obligations charges in favour of the Security Trustee:

- (a) by way of a first fixed charge all of its right, title and interest (if any) in and to the Controlled Accounts and all monies standing to the credit of any of the Controlled Accounts and the debts represented by them;
- (b) by way of a first fixed charge its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargors (but excluding to the extent effectively charged to the Security Trustee pursuant to clause 2(a), the Controlled Accounts and any amounts standing to the credit thereof); and
- (c) by way of first floating charge the Controlled Accounts and the Book Debts not otherwise effectively charged by way of fixed charge by clauses 2(a) and 2(b) above.

3 UNDERTAKINGS

3.1 Negative Pledge

The Chargors shall not:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Charged Property other than any Permitted Security; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Charged Property, other than any sale, lease, transfer or other disposal permitted by clause 23.11 (Disposals) of the Senior Facilities Agreement.

3.2 Controlled Account Agreement

On execution of this Supplemental Fixed Charge, each Chargor shall promptly deliver a Controlled Account Agreement duly executed by the Chargor and the Account Bank for each Controlled Account, as detailed in Schedule 2 (Controlled Accounts).

4 DEBENTURE PROVISIONS

To the extent not set out in this Supplemental Fixed Charge, the provisions of the Debenture shall apply to this Supplemental Fixed Charge and the Debenture and this Supplemental Fixed Charge shall be read and construed as one to the extent that

references in the Debenture to "this Deed" shall be deemed to include this Supplemental Fixed Charge.

5 COUNTERPARTS

This Supplemental Fixed Charge may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Fixed Charge.

6 GOVERNING LAW

This Supplemental Fixed Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law.

7 JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Fixed Charge (including a dispute regarding the existence, validity or termination of this Supplemental Fixed Charge) (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.

This Supplemental Fixed Charge has been entered into as a deed on the date stated at the beginning of this Supplemental Fixed Charge.

SCHEDULE 1
The Chargors

Name of Chargor	Registration number (or equivalent, if any), jurisdiction of incorporation
Coal Products Limited	01102042, England
CPL Distribution Limited	00544782, England
Carbon Link Limited	02504167, England

SCHEDULE 2
Controlled Accounts

Account Holder	Currency	Account Number	Sort Code	Account Bank
Coal Products Limited	£ GBP	88006531	165671	Wells Fargo Bank, National Association, London Branch
Coal Products Limited	£ GBP	88006532	165671	Wells Fargo Bank, National Association, London Branch
Coal Products Limited	€ EUR	88006533	-	Wells Fargo Bank, National Association, London Branch
Coal Products Limited	€ EUR	88006534	-	Wells Fargo Bank, National Association, London Branch
CPL Distribution Limited	£ GBP	88006535	165671	Wells Fargo Bank, National Association, London Branch
CPL Distribution Limited	£ GBP	88006536	165671	Wells Fargo Bank, National Association, London Branch
CPL Distribution Limited	€ EUR	88006537	-	Wells Fargo Bank, National Association, London Branch
CPL Distribution Limited	€ EUR	88006538	-	Wells Fargo Bank, National Association, London Branch
Carbon Link Limited	£ GBP	88006526	165671	Wells Fargo Bank, National Association, London Branch
Carbon Link Limited	£ GBP	88006527	165671	Wells Fargo Bank, National Association, London Branch
Carbon Link Limited	€ EUR	88006528	-	Wells Fargo Bank, National Association, London Branch
Carbon Link Limited	€ EUR	88006529	-	Wells Fargo Bank, National Association, London Branch
Carbon Link Limited	\$ USD	88006530	-	Wells Fargo Bank, National Association, London Branch

SIGNATORIES

EXECUTED by COAL PRODUCTS)

LIMITED acting by Jason Sutton ,)

a director, in the presence of:)

.....
Director

Signature of Witness: .

Name: Emily Sutton

Occupation: Hairdresser

Address:

EXECUTED by CPL DISTRIBUTION)

LIMITED acting by Jason Sutton ,)

a director, in the presence of:)

.....
Director

Signature of Witness:

Name: Emily Sutton

Occupation: Hairdresser

Address:

EXECUTED by CARBON LINK)

LIMITED acting by Jason Sutton ,)

a director, in the presence of:)

.....
Director

Signature of Witness: ...

Name: Emily Sutton

Occupation: Hairdresser

Address:

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:
