

MG01

Particulars of a mortgage or charge



083776/26  
**iris**  
LASERFORM

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

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



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

WEDNESDAY



A25 \*A18L2RQX\* 09/05/2012 #88  
COMPANIES HOUSE

1

**Company details**

Company number

0 2 7 1 4 7 8 1

Company name in full

CLS Holdings plc (the "Mortgagor")

26

For official use

**→ Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d0 d3 m0 m5 y2 y0 y1 y2

3

**Description**

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

Description

Mortgage over Securities made between the Mortgagor (1) and the Lender  
(2) (the "Mortgage")

4

**Amount secured**

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

Amount secured

The obligations and liabilities of the Borrower or  
the Mortgagor owed or expressed to be owed to the  
Lender under or pursuant to the Finance Documents  
whether owed jointly or separately, as principal or  
surety or in any other capacity

(the "Secured Liabilities")

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

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

Name The Royal Bank of Scotland plc

Address 280 Bishopsgate, London  
(the "Lender")

Postcode E C 2 M 4 R B

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars

#### 1 Mortgage

The Mortgagor mortgaged or (if or to the extent that the Mortgage does not take effect as a mortgage) charged by way of fixed charge

(a) the Shares, and

(b) the Dividends

#### 2 Negative covenants

The covenants in this clause 2 remain in force from the date of the Mortgage until the expiry of the Security Period

##### 2 1 Disposals

The Mortgagor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, license, transfer, loan, nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal

##### 2 2 Negative pledge

The Mortgagor shall not create or permit to subsist any Security over any Security Asset

##### 2 3 Preservation of the Security Assets

The Mortgagor shall not without the prior written consent of the Lender

(a) permit any person other than the Mortgagor, the Lender or any purchaser to be registered as holder of any of the Shares,

(b) permit a variation of any rights attaching to any of the Shares

(c) take any action or permit any action to be taken which might result in the issue of further Shares of any company referred to in Schedule 1 to this Form MG01, or

(d) take any Security in connection with its liability under the Mortgage from any guarantor of, or provider of Security for, any of the Secured Liabilities

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

#### Definitions

"Act" means the Law of Property Act 1925,

"Borrower" means CI Tower Investments Limited, a company incorporated in England and Wales with company number 02471018,

"Default Rate" means the rate of interest specified in, and calculated in accordance with, clause 4.6 (Default rate) of the Facility Agreement,

"Dividends" means all dividends (cash or otherwise), interest and other distributions paid or payable on or in respect of the Shares,

"Equivalent Financial Collateral" shall have the same meaning as it has in the Regulations,

"Facility Agreement" means the loan agreement dated 27 April 2012 between the Borrower (as borrower) and the Lender (as lender) as the same may be supplemented, amended, novated, varied and/or restated from time to time,

"Financial Collateral" shall have the same meaning as it has in the Regulations,

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them,

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect,

"Security Assets" means all of the assets of the Mortgagor which are the subject of any Security created or to be created by the Mortgagor,

"Security Period" means the period beginning on the date of the Mortgage and continuing until the Lender (acting reasonably) is satisfied that all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of being incurred, and

"Shares" means the shares which are listed or described in Schedule 1 to this Form MG01 and any additional shares in respect of which the Mortgagor deposits documents with the Lender together with (i) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise (except for Dividends) which at any time accrue to or are offered or arise in respect of them, and (ii) any Equivalent Financial Collateral provided in accordance with clause 9(d) (Rights and powers of the Lender) of the Mortgage

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Schedule 1

The entire issued share capital of the Borrower being at the date of the Mortgage 2,000 ordinary shares of £1 00 each

# MG01

## Particulars of a mortgage or charge

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

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

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

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

Commission, allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Taylor Wesley CSP X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

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

Contact name UGJL/URHH

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



### Certificate

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



### Checklist

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

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

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



### Important information

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



### How to pay

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

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



### Where to send

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

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

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

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

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



### Further information

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

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



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

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

**COMPANY NO. 2714781  
CHARGE NO. 26**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE OVER SECURITIES  
DATED 3 MAY 2012 AND CREATED BY CLS HOLDINGS PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE BORROWER OR THE COMPANY TO THE ROYAL BANK OF  
SCOTLAND PLC UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2012

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES