

MG01

Particulars of a mortgage or charge

084251/26



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 register  
particulars of a mortgage or charge  
in Scotland or the Republic of  
Ireland  
form MG01s.

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13/07/2012

#128

COMPANIES HOUSE

For information, please  
visit the  
company website at  
use gov uk

1

Company details

Company number 0 2 7 1 4 7 8 1

Company name in full CLS Holdings PLC (the "Chargor")

27

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 01 07 2012

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

Third Party Share Mortgage made between the Chargor (1) and the Agent (2)  
(the "Deed")

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Amount secured

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

Amount secured

(a) all obligations of each Obligor owed or  
expressed to be owed to the Finance Parties  
under or in connection with the Finance  
Documents whether owed jointly or severally, as  
principal or surety or in any other capacity,

(b) in the case of any Obligor other than the  
Chargor any obligation referred to in (a) above  
which is or becomes Unenforceable and any cost,  
loss or liability which any Finance Party incurs  
as a result of any such Obligor not paying any  
amount expressed to be payable by it under any  
Finance Document on the date when it is  
expressed to be due, and

(the "Secured Liabilities").

Continuation page

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

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## 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 Deutsche Postbank AG, London Branch

Address 61 Queen Street, London as agent and security trustee for the Finance Parties (the "Agent")

Postcode E C 4 R 1 A F

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 Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee assigned to the Agent as trustee for the Finance Parties by way of equitable mortgage all its present and future rights and interest in

(a) the Investments, and

(b) all Dividends

#### 2 Negative Undertakings

##### 2 1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any of the Charged Property

##### 2 2 Disposals

The Chargor shall not sell, transfer or otherwise dispose or purport or agree to dispose of any Charged Property

##### 2 3 Centre of main interests

The Chargor shall not move its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures outside England and Wales

##### 2 4 Other restrictions

The Chargor shall not without first obtaining the Agent's written consent merge or consolidate with any other person

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Definitions

"**Agreement**" means a loan agreement dated 10 May 2012 made between Spring Gardens Limited as the Borrower, the Original Lenders listed in schedule 1 to such loan agreement, Deutsche Postbank AG, London Branch as the Agent and Deutsche Postbank AG, London Branch and The Royal Bank of Scotland Plc as arrangers and hedge counterparties,

"**Arrangers**" means Deutsche Postbank AG, London Branch and The Royal Bank of Scotlans plc,

"**Borrower**" means Spring Gardens Limited, a company incorporated in England and Wales with registration number 02230561 whose registered office is at 86 Bondway, London SW8 1SF,

"**Charged Property**" means the assets mortgaged by the Chargor under the Deed,

"**Default Rate**" means the interest rate provided for in clause 8 3 of the Agreement in relation to Unpaid Sums;

"**Dividends**" means all dividends, interest and other money payable in respect of the Investments,

"**Finance Documents**" has the same meaning as ascribed to it in the Agreement,

"**Finance Party**" means each of the Agent, the Arrangers, the Hedge Counterparties and the Lenders,

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

"**Guarantor**" means the Chargor,

"**Hedge Counterparties**" means Deutsche Postbank AG, London Branch and The Royal Bank of Scotlans plc,

"**Insolvency Act**" means the Insolvency Act 1986,

"**Investments**" means

- (a) 200,000 ordinary shares of £1 each in the issued share capital of Spring Gardens Limited (company number 02230561) whose registered office is at 86 Bondway, London SW8 1SF (the "**Company**"), and
- (b) all other stocks, shares and other securities of the Company now or at any time after the date of the deed owned by the Chargor including any offered by way of redemption, bonus, preference or option or otherwise in respect of any of the shares referred to in (a) above,

and all rights and benefits in respect of the assets referred to in (a) and (b) above other than the right to receive Dividends,

"**Lenders**" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the terms of the Agreement,

which in each case has not ceased to be a Party in accordance with such terms,

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

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### 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

"**Obligor**" means any of the Borrower, the Guarantor and the Third Party Chargor,

"**Original Lender**" means a Lender which is a Party at the date of the Agreement,

"**Party**" means a party to the Agreement,

"**Third Party Chargor**" means the Chargor, and

"**Unenforceable**" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to any Finance Party or the Chargor) and "**Unenforceability**" will be construed accordingly

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## 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 Wessing LLP X

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

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## 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 UJME

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. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A THIRD PARTY SHARE MORTGAGE  
DATED 10 JULY 2012 AND CREATED BY CLS HOLDINGS PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO THE FINANCE PARTIES ON ANY ACCOUNT  
WHATSOEVER 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 13 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2012

*De*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES