

MG01

Particulars of a mortgage or charge



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 re-
particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



A23

A263OE81

11/04/2013

#9

COMPANIES HOUSE

1 Company details

Company number 0 2 9 9 3 2 4 5

Company name in full CPL Industries Limited (the "Chargor")

1 6 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 Date of creation of charge

Date of creation d2 d2 m0 m3 y2 y0 y1 y3

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 Equitable mortgage of shares (the "Share Charge")

4 Amount secured

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

Amount secured As specified in the continuation pages to this
form

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

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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 Lloyds TSB Bank PLC as Security Trustee

Address 14 Church Street

Sheffield

Postcode S 1 1 H P

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 As specified in the continuation pages to this form

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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 Everbldo LLP. X

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

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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 James Oxley

Company name Eversheds LLP

Address Bridgewater Place, Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 5 D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 497 9797



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 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

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Amount secured

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

Short particulars

The amount secured by the Share Charge is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) by each Obligor (including the Chargor) and each grantor of any Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**")

All capitalised terms used in this form are defined in the Appendix to this form

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Charging provisions

1. The Chargor as legal and beneficial owner mortgaged the Securities in favour of the Security Trustee as agent and/or trustee for the Secured Parties by way of equitable mortgage for the payment, discharge or performance of the Secured Obligations provided that the Security Trustee or the Secured Parties shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Securities.

Continuing security

2. The security referred to in the Share Charge shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular without prejudice to the generality of the foregoing shall not be considered satisfied by any intermediate repayment or satisfaction of all or any of the monies and liabilities hereby secured and shall continue in full force and effect until final repayment, discharge or performance in full and total satisfaction of the Secured Obligations.
3. The security referred to in the Share Charge shall be additional to and shall not operate in any way to prejudice or affect any other security which Security Trustee or the Secured Parties may now or at any time hold for or in respect of the monies and liabilities secured by the Share Charge or any part thereof nor is any such security nor any lien to which Security Trustee or the Secured Parties may be otherwise entitled or the liability of any person or party hereto for all or any part of the Secured Obligations prejudiced in any way or affected by the security created pursuant to the Share Charge. The Security Trustee and the Secured Parties shall have full power at their discretion to give time for payment to or make any other arrangement with any such other person without prejudice to the liability of the Chargor under the Share Charge.

Restrictions (Negative Pledge)

4. The Chargor shall not (except with the prior written consent of the Security Trustee, or as otherwise provided in the Share Charge, or where security is granted in favour of LTSBCF) during the continuance of the security except in favour of the Security Trustee:
 - 4.1 create or permit to subsist any mortgage, charge, lien, security assignment or other encumbrance upon all or any part of the Securities,

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4.2 assign, transfer, discount, factor or otherwise dispose (or agree to so assign, transfer, discount, factor or otherwise dispose) of all or any part of the Securities

Definitions

5. All capitalised terms used in this form are defined in the Appendix to this form.

Schedule

500,000 ordinary shares of €1 00 each in CPL Fuels Ireland Limited.

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APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

"Accession Deed" means a deed of accession to the Debenture dated 22 March 2013 made between each Obligor as at the date of the Accession Deed.

"Additional Guarantor" means any Subsequent Guarantor and any other company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Agent" means Lloyds TSB Bank plc as agent of the other Finance Parties

"Ancillary Lender" means

- (a) the Original Ancillary Lender, and
- (b) any person which has become a Party as an Ancillary Lender in accordance with Clause 25.8 (*Accession of Hedge Counterparties and Ancillary Lenders*) of the Facility Agreement,

which, in each case, is or has become, a party to the Security Trust Agreement as an Ancillary Lender in accordance with the provisions of the Security Trust Agreement and, further, which is a Lender or an Affiliate of a Lender.

"Arranger" means Lloyds TSB Bank plc as mandated lead arranger.

"Chargor" has the meaning given to it in section 1 of the form.

"Companies Act" means the Companies Act 2006

"Debenture" means the debenture dated 20 March 2013 made between the First Chargor and Lloyds TSB Bank plc, as security trustee, as acceded to by the Chargor pursuant to the Accession Deed and as amended, novated, supplemented, extended, or restated, from time to time

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

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Short particulars

"Facility Agreement" means a facility agreement dated the same date as the Debenture between, amongst others, the First Chargor and Lloyds TSB Bank plc (in various capacities)

"Finance Documents" means the Facility Agreement, and such other deeds and documents (including the Share Charge, the Debenture and the Security Trust Agreement) as have been or are to be entered into in connection with or pursuant to the Facility Agreement or which have been designated as Finance Documents by the Agent and the First Chargor and "Finance Document" shall mean any one of them

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, a Hedge Counterparty or an Ancillary Lender

"First Chargor" means Broomco (4243) Limited

"Group" means the First Chargor and each of its Subsidiaries for the time being.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 26 (*Changes to the Obligors*) of the Facility Agreement.

"Hedge Counterparty" means:

- (a) any Original Hedge Counterparty, and
- (b) any person which has become a Party as a Hedge Counterparty in accordance with Clause 25.8 (*Accession of Hedge Counterparties and Ancillary Lenders*) of the Facility Agreement,

which, in each case, is or has become a party to the Security Trust Agreement as a Hedge Counterparty in accordance with the provisions of the Security Trust Agreement and which is a Lender or an Affiliate of a Lender

"Holding Company" means, in relation to a person, any other person in respect of which it is a Subsidiary

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 25 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement.

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Short particulars

"LTSBCF" means Lloyds TSB Commercial Finance Limited.

"Obligor" means the First Chargor or a Guarantor and (for such time as it is a borrower under an Ancillary Facility but not also a Guarantor) any other member of the Group.

"Original Ancillary Lender" means Lloyds TSB Bank plc as original ancillary lender.

"Original Guarantors" means the companies listed in Part I of Schedule 1 (*The Parties*) of the Facility Agreement as original guarantors

"Original Hedge Counterparty" means Lloyds TSB Bank plc as hedge counterparty.

"Original Lenders" means the financial institution listed in Part III of Schedule 1 (*The Parties*) of the Facility Agreement as lender.

"Party" means a party to the Facility Agreement.

"Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Debenture in respect of the Chargor or in respect of the Secured Assets of the Chargor

"Secured Assets" means the assets the subject of any Security created by the Debenture.

"Secured Obligations" has the meaning given to it in the continuation page to section 4 of this form.

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate.

"Securities" means (i) all of the shares referred to in the First Schedule to the Share Charge (as described in the Schedule to Part 6 of this form), (ii) all other securities which the Chargor may, with the prior written approval of the Security Trustee, substitute for all or any of the securities referred to in (i) of the definition of Securities in the Share Charge (as described in (i) above) or any securities substituted for any substituted securities, (iii) all other securities, warrants and all rights, moneys and property whatsoever, including without limitation, all dividends or other distributions and interest paid or payable thereon, which may at any time be derived from, accrue on or be offered in respect of, any of the securities referred to the Share Charge, whether by way of redemption, exchange, conversion, option, rights, bonus, preference, capital reorganisation or otherwise howsoever, and references to Securities shall include references

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to all existing and future certificates evidencing title and relating thereto and references to Securities include references to any part or kind thereof

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Trust Agreement" means the security trust agreement dated the same date as the Facility Agreement and made between, among others, the First Chargor, the Security Trustee, the Agent, the Lenders (as Senior Lenders), the Arranger, the Ancillary Lenders and the Hedge Counterparties.

"Security Trustee" means Lloyds TSB Bank plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Finance Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity pursuant to the Security Trust Agreement

"Share Charge" has the meaning given to it in section 3 of the form

"Subsequent Guarantors" means the companies listed in Part II of Schedule 1 (*Original Parties*) of the Facilities Agreement.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 2.3 of Part IA of Schedule 2 (*Conditions precedent*) to the Facility Agreement, each of the documents listed as being a Transaction Security Document in paragraph 3.4 of Part IB of Schedule 2 (*Conditions precedent*) to the Facility Agreement and any document required to be delivered to the Agent under paragraph 15 of Part II of Schedule 2 (*Conditions precedent*) to the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

Construction

In this form and its Appendices the following applies:

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Short particulars

1. The security contemplated by the Share Charge shall endure to the benefit of and be enforceable by the Security Trustee notwithstanding any change in its constitution or its absorption into or amalgamation with any other person or acquisition of all or part of its undertaking by any other person
2. References to statutory provisions shall unless the contrary is clearly stated be a reference to statutory provisions operative in Ireland and will be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date of the Share Charge) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification) and shall also include any subordinate legislation made from time to time under those provisions
3. Reference to any document includes that document as amended, varied, novated, substituted or supplemented from time to time
4. Reference to the "Chargor", the "Security Trustee" or any "Obligor" or any of the "Secured Parties", shall be construed so as to include its successors in title, permitted assigns and permitted transferees



FILE COPY

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

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

**COMPANY NO. 2993245
CHARGE NO. 16**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN EQUITABLE MORTGAGE OF
SHARES DATED 22 MARCH 2013 AND CREATED BY CPL
INDUSTRIES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR (INCLUDING THE
COMPANY) AND EACH GRANTOR OF ANY SECURITY TO THE
SECURED PARTIES (OR ANY OF THEM) 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 11 APRIL 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2013

DX



Companies House



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