

MG01

Particulars of a mortgage or charge

380061/91



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
use form MG01s

SATURDAY



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A05

23/03/2013

#146

COMPANIES HOUSE

For official use

1

Company details

Company number 03034114

Company name in full Heptagon Limited ("Company")

6

→ **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

Floating charge dated 22 March 2013 and made between (1) the companies
named in the Floating Charge as Chargors (as defined below) including the
Company and (2) Industry-Wide Mineworkers' Pension Scheme Trustees
Limited as the trustee of the Industry-Wide Mineworkers' Pension Scheme
("Chargee") ("Floating Charge").

4

Amount secured

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent) and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of Coal Products Limited and
CPL Industries Limited to the Chargee under or
pursuant to the Industry-Wide Mineworkers' Pension
Scheme's Trust and Rules dated 29 December 1994 (as
amended prior to the date of the Floating Charge)
("Agreement"), together with:

(See continuation sheet)

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 Industry-Wide Mineworkers' Pension Scheme Trustees

Address Limited as the trustee of The Industry-Wide

Mineworkers' Pension Scheme

Postcode

Name

Address Ventana House, 2 Concourse Way,

Sheaf Street, Sheffield

Postcode S 1 2 B J

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. Floating Charge

Each Chargor (including the Company) charges and agrees to charge by way of floating charge all of its present and future:

(a) assets and undertaking (wherever located); and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

Note 1 - Nature of Security

All Security (as defined below) and dispositions created or made by or pursuant to the Floating Charge are created or made:

(a) in favour of the Chargee;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations (as defined above).

Note 2 - Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Floating Charge (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

(See continuation sheet)

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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

DLA Piper UK 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 Tom McHugh

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode

L S 1 4 B Y

Country

DX DX: 12017 LEEDS

Telephone 08700 111 111



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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4	Amount secured
Amount secured	<p data-bbox="323 344 1061 378">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="323 405 1493 495">(a) all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights under the Floating Charge, and</p> <p data-bbox="323 528 1493 651">(b) all money, obligations and liabilities due, owing or incurred in respect of any variations or increases in the obligations or liabilities imposed under the Agreement or the arrangements otherwise constituted by the Agreement ("Secured Obligations")</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Note 3 - Negative Pledge</p> <p>No Chargor shall, without the prior written consent of the Chargee (and with the exception of Permitted Security (as defined below)) create or attempt to create, or permit to subsist, any Security (as defined below) or any trust over any of its Security Assets (as defined below) which shall rank ahead of or pari passu with the Security (as defined below) held by the Chargee.</p> <p>Note 4 - Continuing Security</p> <p>The Security (as defined below) is continuing and will extend to the ultimate balance of the Secured Obligations (as defined above) regardless of any intermediate payment or discharge in whole or in part. The Floating Charge shall remain in full force and effect as a continuing security for the duration of the Security Period (as defined below).</p> <p>Note 5 - Further Assurances</p> <p>The Floating Charge contains a provision for further assurances.</p> <p>Note 6 - Receiver</p> <p>The Floating Charge contains the power for the Chargee to appoint a Receiver (as defined below).</p> <p>Note 7 - Power of Attorney</p> <p>The Floating Charge contains a power of attorney by way of security in favour of the Chargee and any Receiver (as defined below).</p> <p>Definitions</p> <p>For the purposes of this MG01, terms defined in this MG01 include the plural and vice versa. At all times the following terms have the following meanings:</p> <p>"Chargors" means the companies named in schedule 1 of the Floating Charge (more particularly described in schedule 1 of the MG01 below);</p> <p>"Permitted Security" means:</p> <p>(a) as at the date of the Floating Charge, the security detailed in schedule 2 of the Floating Charge (more particularly described in schedule 2 of the MG01 below); and</p> <p>(b) any other security document entered into from time to time by a Chargor in favour of Lloyds TSB Bank plc or Lloyds TSB Commercial Finance Limited,</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Receiver" means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Chargee under the Floating Charge;

"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 Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Floating Charge; and

"Security Period" means the period beginning on the date of the Floating Charge and ending on the second anniversary of the date of the Floating Charge.

Schedule 1 to the Floating Charge - Chargors

Company name	Company number
CPL Industries Holdings Limited	5754991
CPL Industries Limited	2993245
Coal Products Limited	01102042
CPL Distribution Limited	00544782
Heptagon Limited	03034114
CPL Industrial Services (Holdings) Limited	03317386
Broomco (1850) Limited	03773200

Schedule 2 to the Floating Charge - Permitted Security

1. An all assets debenture granted by each Chargor in favour of Lloyds TSB Bank plc as Security Trustee and dated on or about the date of the Floating Charge.

2. An all assets debenture granted by each Chargor (other than CPL Industries Limited, Coal Products Limited and CPL Distribution Limited) in favour of Lloyds TSB Commercial Finance Limited and dated on or about the date of the Floating Charge.

3. An all assets debenture granted by each of CPL Industries Limited, Coal Products Limited and CPL Distribution Limited in favour of Lloyds TSB Commercial Finance Limited each dated 6 April

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2011.

4. An omnibus guarantee and set-off agreement entered into by each Chargor in favour of Lloyds TSB Bank plc as Ancillary Lender and dated on or about the date of the Floating Charge.

5. An Irish law share charge in respect of the shares held in CPL Fuels Ireland Limited by CPL Industries Limited in favour of Lloyds TSB Bank plc as Security Trustee and dated on about the date of the Floating Charge.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3034114
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 22
MARCH 2013 AND CREATED BY HEPTAGON LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
COAL PRODUCTS LIMITED AND CPL INDUSTRIES LIMITED TO
INDUSTRY-WIDE MINEWORKERS' PENSION SCHEME
TRUSTEES LIMITED AS TRUSTEE OF THE INDUSTRY-WIDE
MINEWORKERS' PENSION SCHEME 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 23 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2013

Op



Companies House



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